

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER N6051416R.C006CH		PAGE 1 OF 136		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER N68836-16-R-0003		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME MATTIE WASHINGTON			b. TELEPHONE NUMBER (No Collect Calls) 904-542-4452		6. SOLICITATION ISSUE DATE 11-Dec-2015	
9. ISSUED BY NAVSUP FLC JACKSONVILLE CONTRACTS DIV MATTIE WASHINGTON 110 YORKTOWN AVE, 3RD FLOOR NAS JACKSONVILLE FL 32212-0097  TEL: 904-542-4452 FAX: 904-542-1095		CODE N68836		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: NAICS:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		
15. DELIVER TO NAVAL STATION GUANTANAMO BAY KENNETH ROWE PORT SERVICES GUANTANAMO BAY TEL: 011-5399-4830 FAX:		CODE N60514		16. ADMINISTERED BY CODE				
17a. CONTRACTOR/OFFEROR CODE		18a. PAYMENT WILL BE MADE BY CODE						
TEL.		FACILITY CODE						
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM						
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT		
		SEE SCHEDULE				23. UNIT PRICE		
						24. AMOUNT		
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  TEL: EMAIL:				

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
(CONTINUED)**

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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>				
<p>32a. QUANTITY IN COLUMN 21 HAS BEEN  <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____</p>					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
37. CHECK NUMBER					
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY <i>(Print)</i>			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT <i>(Location)</i>			
		42c. DATE REC'D <i>(YY/MM/DD)</i>		42d. TOTAL CONTAINERS	

## Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	GTMO Port Operations Services FFP Base Period - Tug and Pusher Boat Operation: Line Handling Service. Period of Performance is 1 May 2016 through 30 September 2016. Services are to be performed in accordance with Performance Work Statement. FOB: Destination MILSTRIP: N6051416RC006CH PURCHASE REQUEST NUMBER: N6051416RC006CH SIGNAL CODE: A	5	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	GTMO Port Operations Services FFP Base Period - Tugs and Pusher Boat Maintenance FOB: Destination MILSTRIP: N6051416RC006CH PURCHASE REQUEST NUMBER: N6051416RC006CH SIGNAL CODE: A	5	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	GTMO Port Operations Services FFP Base Period - Ferry Operations Navy 50% JTF 50% FOB: Destination MILSTRIP: N6051416RC006CH PURCHASE REQUEST NUMBER: N6051416RC006CH SIGNAL CODE: A				
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA	GTMO Port Operations Services FFP Base Period - Ferry Operations Navy 50%  FOB: Destination MILSTRIP: N6051416RC006CH PURCHASE REQUEST NUMBER: N6051416RC006CH SIGNAL CODE: A	5	Months		
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB	GTMO Port Operations Services FFP Base Period - Ferry Operations JTF 50% FOB: Destination MILSTRIP: N6051416RC006CH PURCHASE REQUEST NUMBER: N6051416RC006CH SIGNAL CODE: A	5	Months		
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	GTMO Port Operations Services FFP Base Period - Ferry Maintenance Navy 50% JTF 50% FOB: Destination MILSTRIP: N6051416RC006CH PURCHASE REQUEST NUMBER: N6051416RC006CH SIGNAL CODE: A				
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA	GTMO Port Operations Services FFP Base Period - Ferry Maintenance Navy 50%	5	Months		
	FOB: Destination MILSTRIP: N6051416RC006CH PURCHASE REQUEST NUMBER: N6051416RC006CH SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB	GTMO Port Operations Services FFP Base Period - Ferry Maintenance JTF 50%	5	Months		
	FOB: Destination MILSTRIP: N6051416RC006CH PURCHASE REQUEST NUMBER: N6051416RC006CH SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	GTMO Port Operations Services FFP Base Period - Travel Lift Operation and Maintenance FOB: Destination MILSTRIP: N6051416RC006CH PURCHASE REQUEST NUMBER: N6051416RC006CH SIGNAL CODE: A	5	Months		

NET AMT 

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	GTMO Port Operations Services FFP Base Period - Oil Spill Response Operations FOB: Destination MILSTRIP: N6051416RC006CH PURCHASE REQUEST NUMBER: N6051416RC006CH SIGNAL CODE: A	5	Months		

NET AMT 

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	GTMO Port Operations Services FFP Base Period - Oil Spill Response Boat and Equipment Maintenance FOB: Destination MILSTRIP: N6051416RC006CH SIGNAL CODE: A	5	Months		

NET AMT 

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	GTMO Port Operations Services FFP Base Period - Berthday and Dive Boat Maintenance FOB: Destination MILSTRIP: N6051416RC006CH PURCHASE REQUEST NUMBER: N6051416RC006CH SIGNAL CODE: A	5	Months		
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	GTMO Port Operations Services FFP Base Period - Waterfront Equipment Maintenance FOB: Destination MILSTRIP: N6051416RC006CH PURCHASE REQUEST NUMBER: N6051416RC006CH SIGNAL CODE: A	5	Months		
				NET AMT	<hr/>



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	GTMO Port Operations Services FFP Base Period - YC Maintenance FOB: Destination MILSTRIP: N6051416RC006CH SIGNAL CODE: A	5	Months		

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	GTMO Port Operations Services FFP Base Period - Sound and Security Watch FOB: Destination MILSTRIP: N6051416RC006CH SIGNAL CODE: A	5	Months		

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	GTMO Port Operations Services FFP Base Period - Harbor Security Boat, Trailer, Transport and Lift Maintenance FOB: Destination MILSTRIP: N6051416RC006CH PURCHASE REQUEST NUMBER: N6051416RC006CH SIGNAL CODE: A	5	Months		

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	GTMO Port Operations Services FFP Base Period - Data to include the following: Maintenance Program Subscription/Internet  FOB: Destination MILSTRIP: N6051416RC006CH PURCHASE REQUEST NUMBER: N6051416RC006CH SIGNAL CODE: A	5	Months		
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	GTMO Port Operations Services FFP Base Period - Data to include the following:  Maintenance Program Implementation FOB: Destination MILSTRIP: N6051416RC006CH PURCHASE REQUEST NUMBER: N6051416RC006CH SIGNAL CODE: A	5	Months		
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015	GTMO Port Operations Services COST Base Period - Reimbursable Expense- One Time Cost FOB: Destination MILSTRIP: N6051416RC006CH PURCHASE REQUEST NUMBER: N6051416RC006CH SIGNAL CODE: A				

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	GTMO Port Operations Services	12	Months		
OPTION	FFP Option I - Tug and Pusher Boat Operation: Line Handling Service. Period of Performance is 1 October 2016 through 30 September 2017. Services are to be performed in accordance with Performance Work Statement. FOB: Destination SIGNAL CODE: A				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002	GTMO Port Operations Services	12	Months		
OPTION	FFP Option I - Tugs and Pusher Boat Maintenance FOB: Destination SIGNAL CODE: A				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003 OPTION	GTMO Port Operations Services FFP Option I - Ferry Operations Navy 50% JTF 50% FOB: Destination SIGNAL CODE: A				
NET AMT					<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003AA OPTION	GTMO Port Operations Services FFP Option I - Ferry Operations Navy 50%  FOB: Destination SIGNAL CODE: A	12	Months		
NET AMT					<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003AB OPTION	GTMO Port Operations Services FFP Option I - Ferry Operations JTF 50% FOB: Destination SIGNAL CODE: A	12	Months		
NET AMT					<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004	GTMO Port Operations Services				
OPTION	FFP				
	Option I - Ferry Maintenance				
	Navy 50%				
	JTF 50%				
	FOB: Destination				
	SIGNAL CODE: A				
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004AA	GTMO Port Operations Services	12	Months		
OPTION	FFP				
	Option I - Ferry Maintenance				
	Navy 50%				
	FOB: Destination				
	SIGNAL CODE: A				
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004AB		12	Months		
OPTION	GTMO Port Operations Services FFP Option I - Ferry Maintenance JTF 50% FOB: Destination SIGNAL CODE: A				

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005		12	Months		
OPTION	GTMO Port Operations Services FFP Option I - Travel Lift Operation and Maintenance FOB: Destination SIGNAL CODE: A				

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006		12	Months		
OPTION	GTMO Port Operations Services FFP Option I - Oil Spill Response Operations FOB: Destination SIGNAL CODE: A				

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1007		12	Months		
OPTION	GTMO Port Operations Services FFP Option I - Oil Spill Response Boat and Equipment Maintenance FOB: Destination SIGNAL CODE: A				

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1008		12	Months		
OPTION	GTMO Port Operations Services FFP Option I - Berthday and Dive Boat Maintenance FOB: Destination SIGNAL CODE: A				

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1009		12	Months		
OPTION	GTMO Port Operations Services FFP Option I - Waterfront Equipment Maintenance FOB: Destination SIGNAL CODE: A				

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1010		12	Months		
OPTION	GTMO Port Operations Services FFP Option I - YC Maintenance FOB: Destination SIGNAL CODE: A				
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1011		12	Months		
OPTION	GTMO Port Operations Services FFP Option I - Sound and Security Watch FOB: Destination SIGNAL CODE: A				
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1012		12	Months		
OPTION	GTMO Port Operations Services FFP Option I - Harbor Security Boat, Trailer, Transport and Lift Maintenance FOB: Destination SIGNAL CODE: A				
				NET AMT	<hr/>



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1013		12	Months		
OPTION	GTMO Port Operations Services FFP Option I - Data to include the following: Maintenance Program Subscription/Internet  FOB: Destination SIGNAL CODE: A				

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 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		12	Months		
OPTION	GTMO Port Operations Services FFP Option II - Tug and Pusher Boat Operation: Line Handling Service. Period of Performance is 1 October 2017 through 30 September 2018. Services are to be performed in accordance with Performance Work Statement. FOB: Destination SIGNAL CODE: A				

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 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002		12	Months		
OPTION	GTMO Port Operations Services FFP Option II - Tugs and Pusher Boat Maintenance FOB: Destination SIGNAL CODE: A				

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 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003	GTMO Port Operations Services				
OPTION	FFP				
	Option II - Ferry Operations				
	Navy 50%				
	JTF 50%				
	FOB: Destination				
	SIGNAL CODE: A				
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003AA	GTMO Port Operations Services	12	Months		
OPTION	FFP				
	Option II - Ferry Operations				
	Navy 50%				
	FOB: Destination				
	SIGNAL CODE: A				
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003AB		12	Months		
OPTION	GTMO Port Operations Services FFP Option II - Ferry Operations JTF 50% FOB: Destination SIGNAL CODE: A				
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004					
OPTION	GTMO Port Operations Services FFP Option II - Ferry Maintenance Navy 50% JTF 50% FOB: Destination SIGNAL CODE: A				
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004AA		12	Months		
OPTION	GTMO Port Operations Services FFP Option II - Ferry Maintenance Navy 50%  FOB: Destination SIGNAL CODE: A				
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004AB OPTION	GTMO Port Operations Services FFP Option II - Ferry Maintenance JTF 50% FOB: Destination SIGNAL CODE: A	12	Months		
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005 OPTION	GTMO Port Operations Services FFP Option II - Travel Lift Operation and Maintenance FOB: Destination SIGNAL CODE: A	12	Months		
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006 OPTION	GTMO Port Operations Services FFP Option II - Oil Spill Response Operations FOB: Destination SIGNAL CODE: A	12	Months		
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2007		12	Months		
OPTION	GTMO Port Operations Services FFP Option II - Oil Spill Response Boat and Equipment Maintenance FOB: Destination SIGNAL CODE: A				

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2008		12	Months		
OPTION	GTMO Port Operations Services FFP Option II - Berthday and Dive Boat Maintenance FOB: Destination SIGNAL CODE: A				

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2009		12	Months		
OPTION	GTMO Port Operations Services FFP Option II - Waterfront Equipment Maintenance FOB: Destination SIGNAL CODE: A				

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2010		12	Months		
OPTION	GTMO Port Operations Services FFP Option II - YC Maintenance FOB: Destination SIGNAL CODE: A				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2011		12	Months		
OPTION	GTMO Port Operations Services FFP Option II - Sound and Security Watch FOB: Destination SIGNAL CODE: A				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2012		12	Months		
OPTION	GTMO Port Operations Services FFP Option II - Harbor Security Boat, Trailer, Transport and Lift Maintenance FOB: Destination SIGNAL CODE: A				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2013		12	Months		
OPTION	GTMO Port Operations Services FFP Option II - Data to include the following: Maintenance Program Subscription/Internet  FOB: Destination SIGNAL CODE: A				

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 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001		12	Months		
OPTION	GTMO Port Operations Services FFP Option III - Tug and Pusher Boat Operation: Line Handling Service. Period of Performance is 1 October 2018 through 30 September 2019. Services are to be performed in accordance with Performance Work Statement. FOB: Destination SIGNAL CODE: A				

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 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002		12	Months		
OPTION	GTMO Port Operations Services FFP Option III -Tugs and Pusher Boat Maintenance FOB: Destination SIGNAL CODE: A				

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 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003	GTMO Port Operations Services				
OPTION	FFP				
	Option III - Ferry Operations				
	Navy 50%				
	JTF 50%				
	FOB: Destination				
	SIGNAL CODE: A				
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003AA	GTMO Port Operations Services	12	Months		
OPTION	FFP				
	Option III - Ferry Operations				
	Navy 50%				
	FOB: Destination				
	SIGNAL CODE: A				
				NET AMT	<hr/>



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003AB		12	Months		
OPTION	GTMO Port Operations Services FFP Option III - Ferry Operations JTF 50% FOB: Destination SIGNAL CODE: A				

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004					
OPTION	GTMO Port Operations Services FFP Option III - Ferry Maintenance Navy 50% JTF 50% FOB: Destination SIGNAL CODE: A				

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004AA		12	Months		
OPTION	GTMO Port Operations Services FFP Option III - Ferry Maintenance Navy 50%  FOB: Destination SIGNAL CODE: A				

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004AB		12	Months		
OPTION	GTMO Port Operations Services FFP Option III - Ferry Maintenance JTF 50% FOB: Destination SIGNAL CODE: A				

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005		12	Months		
OPTION	GTMO Port Operations Services FFP Option III - Travel Lift Operation and Maintenance FOB: Destination SIGNAL CODE: A				

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3006		12	Months		
OPTION	GTMO Port Operations Services FFP Option III - Oil Spill Response Operations FOB: Destination SIGNAL CODE: A				

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3007		12	Months		
OPTION	GTMO Port Operations Services FFP Option III - Oil Spill Response Boat and Equipment Maintenance FOB: Destination SIGNAL CODE: A				

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3008		12	Months		
OPTION	GTMO Port Operations Services FFP Option III - Berthday and Dive Boat Maintenance FOB: Destination SIGNAL CODE: A				

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3009		12	Months		
OPTION	GTMO Port Operations Services FFP Option III - Waterfront Equipment Maintenance FOB: Destination SIGNAL CODE: A				

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3010		12	Months		
OPTION	GTMO Port Operations Services FFP Option III - YC Maintenance FOB: Destination SIGNAL CODE: A				
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3011		12	Months		
OPTION	GTMO Port Operations Services FFP Option III - Sound and Security Watch FOB: Destination SIGNAL CODE: A				
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3012		12	Months		
OPTION	GTMO Port Operations Services FFP Option III - Harbor Security Boat, Trailer, Transport and Lift Maintenance FOB: Destination SIGNAL CODE: A				
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3013		12	Months		
OPTION	GTMO Port Operations Services FFP Option III - Data to include the following: Maintenance Program Subscription/Internet  FOB: Destination SIGNAL CODE: A				

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 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001		12	Months		
OPTION	GTMO Port Operations Services FFP Option IV - Tug and Pusher Boat Operation: Line Handling Service. Period of Performance is 1 October 2019 through 30 September 2020. Services are to be performed in accordance with Performance Work Statement. FOB: Destination SIGNAL CODE: A				

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 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002		12	Months		
OPTION	GTMO Port Operations Services FFP Option IV - Tugs and Pusher Boat Maintenance FOB: Destination SIGNAL CODE: A				

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 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003 OPTION	GTMO Port Operations Services FFP Option IV - Ferry Operations Navy 50% JTF 50% FOB: Destination SIGNAL CODE: A				
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003AA OPTION	GTMO Port Operations Services FFP Option IV - Ferry Operations Navy 50%  FOB: Destination SIGNAL CODE: A	12	Months		
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003AB OPTION	GTMO Port Operations Services FFP Option IV - Ferry Operations JTF 50% FOB: Destination SIGNAL CODE: A	12	Months		
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004	GTMO Port Operations Services				
OPTION	FFP				
	Option IV - Ferry Maintenance				
	Navy 50%				
	JTF 50%				
	FOB: Destination				
	SIGNAL CODE: A				
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004AA	GTMO Port Operations Services	12	Months		
OPTION	FFP				
	Option IV - Ferry Maintenance				
	Navy 50%				
	FOB: Destination				
	SIGNAL CODE: A				
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004AB		12	Months		
OPTION	GTMO Port Operations Services FFP Option IV - Ferry Maintenance JTF 50% FOB: Destination SIGNAL CODE: A				

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4005		12	Months		
OPTION	GTMO Port Operations Services FFP Option IV - Travel Lift Operation and Maintenance FOB: Destination SIGNAL CODE: A				

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4006		12	Months		
OPTION	GTMO Port Operations Services FFP Option IV - Oil Spill Response Operations FOB: Destination SIGNAL CODE: A				

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4007		12	Months		
OPTION	GTMO Port Operations Services FFP Option IV - Oil Spill Response Boat and Equipment Maintenance FOB: Destination SIGNAL CODE: A				
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4008		12	Months		
OPTION	GTMO Port Operations Services FFP Option IV - Berthday and Dive Boat Maintenance FOB: Destination SIGNAL CODE: A				
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4009		12	Months		
OPTION	GTMO Port Operations Services FFP Option IV - Waterfront Equipment Maintenance FOB: Destination SIGNAL CODE: A				
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4010		12	Months		
OPTION	GTMO Port Operations Services FFP Option IV - YC Maintenance FOB: Destination SIGNAL CODE: A				

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4011		12	Months		
OPTION	GTMO Port Operations Services FFP Option IV - Sound and Security Watch FOB: Destination SIGNAL CODE: A				

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4012		12	Months		
OPTION	GTMO Port Operations Services FFP Option IV - Harbor Security Boat, Trailer, Transport and Lift Maintenance FOB: Destination SIGNAL CODE: A				

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4013		12	Months		
OPTION	GTMO Port Operations Services FFP Option IV - Data to include the following: Maintenance Program Subscription/Internet  FOB: Destination SIGNAL CODE: A				
NET AMT					

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0003AA	Destination	Government	Destination	Government
0003AB	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0004AA	Destination	Government	Destination	Government
0004AB	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government
0012	Destination	Government	Destination	Government
0013	Destination	Government	Destination	Government
0014	Destination	Government	Destination	Government
0015	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1003AA	Destination	Government	Destination	Government
1003AB	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
1004AA	Destination	Government	Destination	Government
1004AB	Destination	Government	Destination	Government

[illegible]

4008	Destination	Government	Destination	Government
4009	Destination	Government	Destination	Government
4010	Destination	Government	Destination	Government
4011	Destination	Government	Destination	Government
4012	Destination	Government	Destination	Government
4013	Destination	Government	Destination	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-MAY-2016 TO 30-SEP-2016	N/A	NAVAL STATION GUANTANAMO BAY KENNETH ROWE PORT SERVICES GUANTANAMO BAY 011-5399-4830 FOB: Destination	N60514
0002	POP 01-MAY-2016 TO 30-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
0003	N/A	N/A	N/A	N/A
0003AA	POP 01-MAY-2016 TO 30-SEP-2016	N/A	NAVAL STATION GUANTANAMO BAY KENNETH ROWE PORT SERVICES GUANTANAMO BAY 011-5399-4830 FOB: Destination	N60514
0003AB	POP 01-MAY-2016 TO 30-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
0004	N/A	N/A	N/A	N/A
0004AA	POP 01-MAY-2016 TO 30-SEP-2016	N/A	NAVAL STATION GUANTANAMO BAY KENNETH ROWE PORT SERVICES GUANTANAMO BAY 011-5399-4830 FOB: Destination	N60514
0004AB	POP 01-MAY-2016 TO 30-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
0005	POP 01-MAY-2016 TO 30-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514

0006	POP 01-MAY-2016 TO 30-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
0007	POP 01-MAY-2016 TO 30-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
0008	POP 01-MAY-2016 TO 30-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
0009	POP 01-MAY-2016 TO 30-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
0010	POP 01-MAY-2016 TO 30-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
0011	POP 01-MAY-2016 TO 30-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
0012	POP 01-MAY-2016 TO 30-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
0013	POP 01-MAY-2016 TO 30-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
0014	POP 01-MAY-2016 TO 30-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
0015	POP 01-MAY-2016 TO 30-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
1001	POP 01-OCT-2016 TO 30-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
1002	POP 01-OCT-2016 TO 30-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
1003	N/A	N/A	N/A	N/A
1003AA	POP 01-OCT-2016 TO 30-SEP-2017	N/A	NAVAL STATION GUANTANAMO BAY KENNETH ROWE PORT SERVICES GUANTANAMO BAY 011-5399-4830 FOB: Destination	N60514
1003AB	POP 01-OCT-2016 TO 30-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
1004	N/A	N/A	N/A	N/A

1004AA	POP 01-OCT-2016 TO 30-SEP-2017	N/A	NAVAL STATION GUANTANAMO BAY KENNETH ROWE PORT SERVICES GUANTANAMO BAY 011-5399-4830 FOB: Destination	N60514
1004AB	POP 01-OCT-2016 TO 30-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
1005	POP 01-OCT-2016 TO 30-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
1006	POP 01-OCT-2016 TO 30-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
1007	POP 01-OCT-2016 TO 30-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
1008	POP 01-OCT-2016 TO 30-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
1009	POP 01-OCT-2016 TO 30-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
1010	POP 01-OCT-2016 TO 30-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
1011	POP 01-OCT-2016 TO 30-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
1012	POP 01-OCT-2016 TO 30-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
1013	POP 01-OCT-2016 TO 30-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
2001	POP 01-OCT-2016 TO 30-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
2002	POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
2003	N/A	N/A	N/A	N/A
2003AA	POP 01-OCT-2017 TO 30-SEP-2018	N/A	NAVAL STATION GUANTANAMO BAY KENNETH ROWE PORT SERVICES GUANTANAMO BAY 011-5399-4830 FOB: Destination	N60514
2003AB	POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514

2004	N/A	N/A	N/A	N/A
2004AA	POP 01-OCT-2017 TO 30-SEP-2018	N/A	NAVAL STATION GUANTANAMO BAY KENNETH ROWE PORT SERVICES GUANTANAMO BAY 011-5399-4830 FOB: Destination	N60514
2004AB	POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
2005	POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
2006	POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
2007	POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
2008	POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
2009	POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
2010	POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
2011	POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
2012	POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
2013	POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
3001	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
3002	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
3003	N/A	N/A	N/A	N/A
3003AA	POP 01-OCT-2018 TO 30-SEP-2019	N/A	NAVAL STATION GUANTANAMO BAY KENNETH ROWE PORT SERVICES GUANTANAMO BAY 011-5399-4830 FOB: Destination	N60514



3003AB	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
3004	N/A	N/A	N/A	N/A
3004AA	POP 01-OCT-2018 TO 30-SEP-2019	N/A	NAVAL STATION GUANTANAMO BAY KENNETH ROWE PORT SERVICES GUANTANAMO BAY 011-5399-4830 FOB: Destination	N60514
3004AB	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
3005	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
3006	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
3007	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
3008	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
3009	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
3010	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
3011	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
3012	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
3013	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
4001	POP 01-OCT-2019 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
4002	POP 01-OCT-2019 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
4003	N/A	N/A	N/A	N/A

4003AA	POP 01-OCT-2019 TO 30-SEP-2020	N/A	NAVAL STATION GUANTANAMO BAY KENNETH ROWE PORT SERVICES GUANTANAMO BAY 011-5399-4830 FOB: Destination	N60514
4003AB	POP 01-OCT-2019 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
4004	N/A	N/A	N/A	N/A
4004AA	POP 01-OCT-2019 TO 30-SEP-2020	N/A	NAVAL STATION GUANTANAMO BAY KENNETH ROWE PORT SERVICES GUANTANAMO BAY 011-5399-4830 FOB: Destination	N60514
4004AB	POP 01-OCT-2019 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
4005	POP 01-OCT-2019 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
4006	POP 01-OCT-2019 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
4007	POP 01-OCT-2019 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
4008	POP 01-OCT-2019 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
4009	POP 01-OCT-2019 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
4010	POP 01-OCT-2019 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
4011	POP 01-OCT-2019 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
4012	POP 01-OCT-2019 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514
4013	POP 01-OCT-2019 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N60514

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.204-7	System for Award Management	JUL 2013
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	JUL 2013
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	DEC 2014
52.212-4	Contract Terms and Conditions--Commercial Items	MAY 2015
52.215-20	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data	OCT 2010
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.228-3	Worker's Compensation Insurance (Defense Base Act)	JUL 2014
52.232-18	Availability Of Funds	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.245-1	Government Property	APR 2012
52.245-2	Government Property Installation Operation Services	APR 2012
52.245-9	Use And Charges	APR 2012
52.251-1	Government Supply Sources	APR 2012
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7004	Display of Fraud Hotline Poster(s)	OCT 2015
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7011	Alternative Line Item Structure	SEP 2011
252.204-7012 Dev	Safeguarding Covered Defense Information and Cyber Incident Reporting (Deviation 2016-O0001)	OCT 2015
252.204-7013	Limitations on the Use or Disclosure of Information by Litigation Support Solicitation Offerors	FEB 2014
252.204-7014	Limitations on the Use or Disclosure of Information by Litigation Support Contractors	FEB 2014
252.204-7015	Disclosure of Information to Litigation Support Contractors	FEB 2014
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.215-7007	Notice of Intent to Resolicit	JUN 2012
252.215-7008	Only One Offer	OCT 2013
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2015
252.225-7041	Correspondence in English	JUN 1997
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7008	Assignment of Claims (Overseas)	JUN 1997

252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.237-7019	Training for Contractor Personnel Interacting with Detainees	JUN 2013
252.239-7999 (Dev)	Cloud Computing Services. (DEVIATION 2015-O0011)	FEB 2015
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	MAR 2015
252.246-7003	Notification of Potential Safety Issues	JUN 2013
252.247-7001	Price Adjustment	JAN 1997
252.247-7022	Representation Of Extent Of Transportation Of Supplies By Sea	AUG 1992
252.247-7023	Transportation of Supplies by Sea	APR 2014

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.; and

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

## 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

(a) Definitions. As used in this provision--

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ( ) has ( ) does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

#### 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2015)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number; **N68836-16-R-0003.**

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms; **Insert price and applicable discount terms in the solicitation only.**

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically); **If registered in ORCA/SAM, state the valid registration date, and submittal of a hard copy is not required.**

(9) Acknowledgment of Solicitation Amendments; **A signature and date is required on all amendments.**

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration. **NOTE: All questions and clarifications regarding this solicitation must be submitted via email; subject line to read: Questions/Clarifications for N68836-16-R-0003. The deadline date for questions and clarifications is 10 days after the RFP is posted and 5 days after the Industry Day. All questions or clarifications shall be complied into one (1) email. The deadline date will allow the Government adequate time prepare and issue responses to all offeror's prior to the date and time set forth of receipt of proposals. All questions/clarifications shall be emailed to both [elaine.florence@navy.mil](mailto:elaine.florence@navy.mil) and [mattie.washington@navy.mil](mailto:mattie.washington@navy.mil)**

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 120 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later



determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<https://assist.dla.mil/online/start/>).

(ii) Quick Search (<http://quicksearch.dla.mil/>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) System for Award Management. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

## SUBMISSION OF PROPOSALS

1. **Submission of Proposals:** Port Operations Services in support of the Naval Station, Guantanamo Bay, Cuba. Proposals must be returned to the address listed below no later than the date and time specified on page 1, block 9 of the solicitation. (Faxed or emailed proposals will not be accepted.) Submissions of “Late” proposals will not be accepted. The Government reserves the right to make award solely on initial proposals received. Offerors bear the burden of ensuring all portions of the offer (and any authorized amendments) reach the designated office before the specified due date in the solicitation.

Proposals shall be delivered to:

Fleet Logistics Center Jacksonville, FL  
Attn: Elaine Florence/Mattie Washington; Solicitation No: **N68836-16-R-0003**  
110 Yorktown Ave; 3rd Floor Contracting; Code 260  
Naval Air Station  
Jacksonville, FL 32212-0097

2. **Type of Contract:** The Government intends to award a firm fixed price contract as a result of proposals received from this solicitation.

3. **Contract Authority:** The Government will solicit and award this contract using FAR Part 12, Acquisition of Commercial Items, and FAR Part 15, Contracting by Negotiation.

4. **Questions Concerning the Solicitation:** Questions must be submitted in writing, via email, no later **25 January 2016 at 4:00 p.m.** (Eastern Time) to [mattie.washington@navy.mil](mailto:mattie.washington@navy.mil) and [elaine.florence@navy.mil](mailto:elaine.florence@navy.mil). The deadline is necessary to ensure timely award and the Government may, in its sole discretion, choose not to respond to questions received after the deadline. All questions will be reviewed and responded to by an amendment to the solicitation.

5. **Period of Acceptance for Offers:** Offerors agree to hold their prices firm for a period of 120 calendar days from date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation. Award is anticipated on or around **31 March 2016**. The Government may withhold award for up to 120 calendar days after receipt of the offeror priced proposal.

6. **Format of Proposals:** Offerors shall submit proposals containing all of the information below and shall format proposals in separately bound volumes as follows:

### **VOLUME I: NON-PRICE EVALUATION FACTOR - TECHNICAL CAPABILITY** (Submit one original and three copies)

**TAB 1 – Technical Capability** - Shall be written and consist of 40 pages maximum exclusive of section dividers, Table of Content, Lists of Figures, and Glossary of Terms. The evaluators will read only up to the maximum number of pages specified. Submissions shall be limited to the number of pages specified total, inclusive of any drawings, charts, etc. Type shall be no smaller than font size 12 and shall be single spaced. Page size shall not exceed 8 ½” x 11”. Original and 3 copies to include all data and information required for evaluation shall be submitted. Volume I shall exclude any reference to the pricing aspects of the offer.

Subfactor 1: Technical Approach

Subfactor 2: Quality Control, Safety and Hazardous Plan

Subfactor 3: Management and Staffing Plan with Key Personnel

**Note:** Subfactor 3: Manning charts, graphs, and tables will count towards the maximum page limitations. Please provide a complete copy of the Matrix/Manpower Chart identifying the labor categories, the number of personnel assigned to each category and the proposed hours.

**Note:** The offeror shall provide identities, resumes and certification of key personnel. Personnel resumes, may be single spaced, typewritten (one side only), in a type size no smaller than font size 12 proportional on paper not larger than 8 ½" x 11". Resumes will be considered an attachment to the Management and Staffing Plan w/ Key Personnel. The information as follows shall be included in the resume.

1. Name and Educational Background
2. Employment History providing the name of each employer, the period of employment and title.
3. Experience History of applicable experience only. Include name of company, number years of experience, description of duties, level of responsibility, and title.
4. Experience history or such other experience as the company may wish to present to show the potential of the candidate. The same information as for applicable experience shall be indicated.
5. Each resume must indicate whether it is for a current employee of your firm or a proposed new hire.
6. If key personnel are not currently employed by the offeror, letters of intent to be employed for each key personnel shall be included.

**TAB 2 – Past Performance** – Shall be written and consist of 10 pages maximum. The offeror and any proposed subcontractor shall provide a list of contracts and/or subcontracts completed during the past three (3) years in which work was similar in size and scope to the proposed effort. Contracts list may include those entered into by Federal Government, agencies of state and local governments, and commercial customers. These contracts should be similar in nature to the work required by the scope of the work. Past performance information may also be obtained from evaluations prepared in accordance with FAR 42.15.

**Note:** Past Performance Evaluations Surveys will be considered an attachment and not included in the page count for past performance.

**VOLUME II: STANDARD FORM OF CONTRACT & PRICE PROPOSAL**  
(Submit one original and one copy)

**TAB 1- Standard Form SF 1449.** “Solicitation/Contract/Order for Commercial Items” blocks 17a, 30a, 30b and 30c page 1 of SF 1449 shall be completed by Offerors and blocks 30a, 30b and 30c shall be signed to show the offeror has read and agrees to comply with all terms, conditions, and instructions provided in the solicitation document.

**TAB 2- Price Proposal** RFP Section “Supplies/Services” Pricing shall include all labor, material, and consumables required to perform the work listed in the performance work statement. Offeror shall fill in the bid schedule to include unit price and extended total.

**TAB 3 - Offeror(s) Point of Contact & Representation and Certification information.** Provide the name, title, email address, and telephone number of the individual(s) responsible for inquires to the proposal. For Representation and Certifications, Offerors shall either complete FAR 52.212-3 & FAR 52.219-1 contained in the solicitation OR provide a statement that certification in ORCA is current, complete, and accurate as of the date of the offeror’s signature, or list any changes.

**TAB 4- Amendments.** Acknowledgement of amendments issued to the solicitation shall be signed, dated and included in Volume II.

**TAB 5- Matrix/Manpower Chart.** The offerors shall provide a complete copy of the Matrix/Manpower Chart identifying the labor categories, the number of personnel assigned to each category, proposed hours and site without pricing in Volume I and one copy of the Matrix/Manpower Chart inclusive of pricing in Volume II.

**RFP Submittals**

Volume	Content	Page Limitation	Number of Copies
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Volume I (Tab 1)	Technical Capability Matrix, Manpower Chart (Pricing excluded)	30 pgs. max	Original + 3
Volume I (Tab 2)	Past Performance	10 pgs. max	Original + 3
Volume II (Tab 1 to 5)	Price Proposal, RFP, Amendments, Matrix, Manpower Chart (Pricing included)	N/A	Original + 1

**MATRIX/MANPOWER CHART (EXAMPLE)**

CLIN	Contractor	Labor Category (proposed)	Labor Hours	Hourly Rate	Total
0001 (Base Year)	ABC Incorporated (Prime)	Programmer, Computer	XX	\$ XX.XX	

**NOTE:** The priced Matrix/Manpower chart shall consist of the proposed labor category, proposed labor hours, unit price and extended total.

**NOTE:** Failure to furnish a complete technical proposal as outlined above will render the offer unacceptable. It shall be written and shall consist of a maximum of 40 pages, exclusive of section dividers, Table of Content, Lists of Figures, and Glossary of Terms. The evaluators will read only up to the maximum number of pages specified.

**Submission shall be limited to the number of pages specified, total inclusive of any charts, etc.**

**RFP Provisions:**

The offeror shall fill in the following provisions or confirm that the following provisions have been completed on the SAM website at <https://www.sam.gov/portal/public/SAM/>.

FAR 52.209-7 “Information Regarding Responsibility Matters”

FAR 52.212-3 Alternate I “Offeror Representations and Certifications – Commercial Items”

DFARS 252.209-7991 – Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction Under any Federal Law – Fiscal Year 2016

**Failure to provide this information or failure to complete the required information on the SAM website will result in the offeror’s proposal being determined non-responsive and thus ineligible for contract award.**

**SAM**

The Contractor shall be registered in the System for Award Management database prior to the award of this contract. Further information and guidance regarding SAM can be found at the SAM website: [www.sam.gov](http://www.sam.gov).

**INSTRUCTIONS FOR WRITTEN PROPOSALS**

Text shall be single spaced, on 8-1/2” x 11” paper, with a minimum one-inch margin left and right. Pages shall be numbered consecutively. A page printed on both sides shall be counted as two pages. Submission as double-sided printing/copying on recycled paper is encouraged. Print shall be at a minimum 12 pitch font size characters per inch spacing. Bolding, underlining, and italics may be used to identify topic demarcations or points of emphasis.

Each tab shall be separate and shall be written to the greatest extent possible on a stand-alone basis so that its content may be evaluated with minimum cross-referencing to other tabs/volumes of the proposal.

The bottom (footer) of each page in Volume I and Volume II shall be affixed with the following legend:

“Source Selection Information”  
See FAR 2.101 and 3.104

## 52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered and will be the Lowest Price Technically Acceptable (LPTA) Offer.

Only those offerors with an acceptable rating for non-cost factors (i.e. Technical Capability) and a rating of acceptable for Past Performance will be considered further for award on initial offerors. Unacceptable offers cannot be accepted unless discussions are held and offerors are afforded the opportunity to submit revised proposals. Once non-cost factor ratings have been established, award will be made to the lowest price technically acceptable (LPTA) offeror. Therefore, the lowest price offeror who is found acceptable in Technical Capability and a rating of acceptable for Past Performance will be selected for award.

**Note: If the contractor receives an unacceptable rating in any one factor and/or sub factor, they will be considered overall “Unacceptable” and will not be considered for award.**

The following factors shall be used to evaluate offers:

- Factor 1: Technical Capability
- Factor 2: Past Performance
- Factor 3: Price

**FACTOR 1. TECHNICAL CAPABILITY:** The Offeror shall demonstrate an understanding for the solicitation requirements by describing in detail, their approach and plan to perform and manage the work specifically required by the Performance Work Statement (PWS). The technical capability must identify the methodology and analytical techniques the Offeror will use to fulfill the PWS requirement.

### **Sub-factor One: Technical Approach:**

The offeror shall demonstrate their technical approach and capabilities in meeting the requirements set forth in the PWS. The offeror must provide a comprehensive and detailed approach to perform, manage, and administer performance on the contract. In order to be determined technically acceptable, the Technical Approach must satisfactorily address how the offeror will address performing the tasks identified in the solicitation requirements. The proposal must contain enough detail so as to demonstrate a firm understanding of the PWS. The offeror's shall develop a transition plan detailing the transition process in accordance with Section C.5 establishing a fully operational organization by the full performance period start date. This factor is met by demonstrating all phases of contract implementation and key events from the time of contract award until the performance start date.

Further, technical approach and capability will be determined solely on the content and merit of the information submitted in response to the Request for Proposal (RFP). Therefore, it is incumbent on the interested party to provide sufficient technical documentation in order for the Government to make an adequate assessment of the Contractor's Technical Approach.

### **Sub-factor Two: Quality Control, Safety and Hazardous Plan:**

The offeror shall ensure quality service is maintained to perform services that meet the contract requirements throughout the life of the contract. The offeror shall prepare a Quality Control Plan, Safety Plan and Hazardous Plan. The plans shall, at a minimum, discuss the offeror's overall approach and procedures for evaluating each of the major service areas contained in the PWS, communicating with the Government, resolving deficiencies, identifying potential improvements and maintaining the plans. The plans shall also discuss internal review processes to include at a minimum: who will perform reviews and how reviews and/or inspections will be conducted (e.g. random, customer complaint, etc.).

**Sub-factor Three: Management and Staffing Plan with Key Personnel:**

The Management Plan shall address the offeror's proposed organizational structure and management of the contract in order to ensure successful performance of the contract. This include lines of responsibility, authority (supervisory chain), and communication through which the work will be performed. The offeror must also address what role, if any, any proposed subcontractors will play, their relationship with the prime contractor, and how their work will be managed.

The offeror shall provide the Government a staffing plan that includes a labor mix (labor category and number of personnel) that meets and can accomplish the requirements set forth in the PWS. The offeror shall provide the labor category or categories that they intend to utilize during the performance of this contract. The proposed labor category or categories shall be evaluated to determine sufficiency in knowledge and skills required to successfully complete the tasking. The staffing level the contractor proposes shall be sufficient to successfully accomplish the required tasks with minimal risk.

The offeror shall submit resumes of the key personnel (Section C.21.2) that adequately describe the qualifications and expertise of proposed key personnel with regards to the requirements listed in the PWS. If key personnel are not currently employed by the offeror, letters of intent to be employed for each key personnel shall be included. Key personnel are defined in Section C.21.2 of the PWS.

**RESUMES** (*Limit to 5 pages per proposed employee. Resumes will not count against page count for Technical Proposal*): Offeror's shall submit resumes for employee's proposed and the resumes shall demonstrate that the proposed candidate/s meets or exceeds the required educational and experience levels identified in the PWS.

Technical Capability will be rated on an "Acceptable" or "Unacceptable" basis using the ratings in the table below.

**TECHNICAL CAPABILITY: EVALUATION RATINGS:**

Rating	Description
Acceptable	Proposal clearly meets the minimum requirements of the solicitation.
Unacceptable	Proposal does not clearly meet the minimum requirements of the solicitation.

**FACTOR 2-PAST PERFORMANCE:**

Past performance information considered by the Government for the offeror's performance as a prime Contractor and/or subcontractor and the performance of its key management personnel may include the following areas: Quality of products or services, Cost Control, Timeliness, Business Relationships, Customer Satisfaction and Key Personnel.

In their proposal, offerors shall include reference information as indicated in the Contractor Performance Information Data Sheet. Offerors are to provide information on at least three (3) previous Government contracts whose effort was relevant to the effort required by this solicitation; the contracts provided shall have been performed within the last three (3) years. The information shall include contract numbers, point of contact with telephone numbers and other relevant information. The Government may evaluate an offeror's past performance on less than the maximum possible number of references. If the offeror has not had at least three (3) Government contracts within the last three (3) years, information on relevant subcontracts and/or commercial contracts may be submitted instead (the information must be clear whether the work by the offeror was done as a prime contractor or a subcontractor). Offerors who describe similar contracts and subcontracts shall provide a detailed explanation demonstrating the similarity of the contracts to the requirements of the RFP. For each of the three (3) contracts provided as a reference, the offeror shall provide all of the information specified.

In addition to the information requested above, offerors shall send a "Past Performance Evaluation Survey Form" to each reference it lists on their past performance data sheet. This survey will be filled out by the offeror's references and submitted directly to the Contracting Officer. The Government may consider questionnaires received after the

due date of the solicitation. The Government reserves the right to contact references for verification or additional information. The Past Performance Surveys is a word document Attachment 1. These surveys can be emailed to the attention of [Mattie.Washington@navy.mil](mailto:Mattie.Washington@navy.mil) and /or [Elaine.Florence@navy.mil](mailto:Elaine.Florence@navy.mil) no later than the due date of this solicitation. The Government may consider questionnaires received after the due date of the solicitation. The Government reserves the right to contact references for verification or additional information.

The Government may verify past performance information. The Government may contact some or all of the references provided, as appropriate, and may collect information through questionnaires, telephone interviews and existing data sources to include but not limited to Contractor Performance Assessment Reporting System (CPARS), DOD Past Performance Automated Information System (DODPPAIS) and Federal Awardee Performance and Integrity Information System FAPIIS (FAPIIS). The Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of the Government. This past performance information will be used for the evaluation of past performance. The Government does not assume the duty to search for data to cure the problems it finds in the information provided by the offeror. The burden of providing thorough and complete past performance information remains with the offeror.

Past Performance will be rated on an “Acceptable” or “Unacceptable” basis using the ratings in the table below.

**PAST PERFORMANCE EVALUATION RATINGS:**

Rating	Description
Acceptable	The offeror's response and other information provided to the Government, indicates an acceptable performance in meeting the requirements of this acquisition. The Government has a reasonable expectation that the Offeror will successfully perform the required effort, or the Offeror's performance record is unknown. (See note below.)
Unacceptable	The offeror's past performance record indicates unacceptable performance based on data submitted and/or other information provided to the Government as the basis of unacceptability. The Government has no reasonable expectation that the Offeror will successfully perform the required effort.

**Note:** In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the Offeror may not be evaluated favorable or unfavorable on past performance (see FAR 15.305(a)(2)(iv)). Therefore, the Offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, “unknown” shall be considered “acceptable.”

**FACTOR 3: PRICE:**

The Government reserves the right to award a contract on the basis of initial offers received without discussions in accordance with FAR 15.306 and 52.212-1(g). Therefore, each initial offer shall contain the Offerors best terms from the ability to meet the selection criteria and provide the best possible services to the Government. The Government reserves the right to conduct discussions if the Contracting Officer determines them to be necessary.

An offeror's proposed prices will be determined by multiplying the quantities identified in the Schedule by the proposed unit price for each Contract Line Item Number or Subcontract Line Item Number to confirm the extended amount for each. The Government will evaluate price to determine the following:

1. Completeness: All price information/data required in the solicitation has been submitted. For all items in the schedule, the unit price will be multiplied by the quantity for each line item for the base and all option years. All CLINs as stated in the solicitation shall be priced. The Price Proposal shall include the Offeror's proposed total amount showing the sum of all CLINs.



2. Reasonableness: Price is fully justified and supported and is considered fair under current market conditions as well as reasonable to both the offeror and the Government. Reasonableness may also be determined by comparing the proposed pricing with Government estimates and/or other offers received. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly over or understated as indicated by the application of cost or price analysis techniques. An offer may be rejected if the Contracting Officer determines that the lack of balance proposes an unacceptable risk to the Government. In accordance with FAR 15.404-1(g)(2) price analysis will be conducted on the individual to determine whether unbalanced pricing occurred.

3. Pricing shall be firm-fixed pricing and include all labor, material, and consumables required to perform the work listed in the performance work statement. Pricing shall be structured in accordance with the bid schedule of the SF1449. Offerors shall return fully executed CLINS to include a unit price and total extended prices in accordance with the bid schedule provided in the solicitation and a total amount showing the sum of all line items. Failure to submit a price for any CLIN could result in the proposal being considered unacceptable. In the event the unit price(s) and extended price(s) are inconsistent or ambiguous, the Government shall use the indicated unit price(s) for evaluation purposes. Offerors shall complete the Labor Category Table below and include unburdened and burdened labor rates. The Labor Category Table shall be submitted with the Price Proposal. The price proposal shall be submitted as a separate file. Failure to complete the Labor Category Table below may result in the Offeror being removed from consideration of award.

Labor Category Table

Period of Performance	Proposed # of Personnel	Proposed Labor Category	Un-burdened Hourly Rate	Burdened Hourly Rate

Price evaluation: The Government will evaluate offers for award purposes by adding the total price for all options, including the potential six months option period available under FAR 52.217-8, to the total price for the basic requirement. The pricing used for the option under FAR 52.217-8 will be based on one-half of the previous option year pricing.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

#### **NOTE: CONTRACTOR RESPONSIBILITY**

To be eligible for award of a contract hereunder, an offeror must be determined by the Contracting Officer to be a responsible prospective contractor. To be determined responsible, a contractor must:

- (a) Have adequate financial resources to perform the contract, or the ability to obtain them; please provide Financial Information to include the name of the bank with point of contact.
- (b) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- (c) Have a satisfactory performance record;

- (d) Have a satisfactory record of integrity and business ethics;
- (e) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures and safety programs applicable to materials to be produced or services to be performed by the prospective contractor and subcontractors.
- (f) Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and
- (g) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

(End of provision)

#### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (OCT 2015) ALTERNATE I (OCT 2014)

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through <http://www.acquisition.gov> . If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) of this provision.

(a) *Definitions.* As used in this provision--

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation,” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern, consistent with 13 CFR 124.1002,” means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAMwebsite.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_ . *[Offeror to identify the applicable paragraphs at (c) through (p) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]*

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a women-owned small business concern.

**Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_ .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_ .] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ \_\_\_\_ ] is, a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

\_\_\_\_\_

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [ \_\_\_\_\_ ] is, [ \_\_\_\_\_ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [ \_\_\_\_\_ ] is, [ \_\_\_\_\_ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_ .*] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

[*The offeror shall check the category in which its ownership falls*]:

\_\_\_\_\_ Black American.

\_\_\_\_\_ Hispanic American.

\_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_\_ Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It [ \_\_\_\_\_ ] has, [ \_\_\_\_\_ ] has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [ \_\_\_\_\_ ] has, [ \_\_\_\_\_ ] has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

(i) It [ \_\_\_\_ ] has developed and has on file, [ \_\_\_\_ ] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [ \_\_\_\_ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American -- Free Trade Agreements -- Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of



unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
—	—
—	—
—	—

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
—	—
—	—
—	—

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

—

[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:
—	—
—	—
—	—

[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.:	Country of Origin:
—	—
—	—
—	—

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

## Other End Products

Line Item No.:	Country of Origin:
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) [ \_\_\_\_ ] Are, [ \_\_\_\_ ] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [ \_\_\_\_ ] Have, [ \_\_\_\_ ] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) [ \_\_\_\_ ] Are, [ \_\_\_\_ ] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [ \_\_\_\_ ] Have, [ \_\_\_\_ ] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:
_____	_____
_____	_____
_____	_____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[ \_\_\_\_ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[ \_\_\_\_ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) [ \_\_\_\_ ] In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) [ \_\_\_\_ ] Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) [ \_\_\_\_ ] Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror [ \_\_\_\_ ] does [ \_\_\_\_ ] does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) [ \_\_\_\_ ] Certain services as described in FAR 22.1003-4(d)(1). The offeror [ \_\_\_\_ ] does [ \_\_\_\_ ] does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

[ \_\_\_\_ ] TIN: \_\_\_\_ .

[ \_\_\_\_ ] TIN has been applied for.

[ \_\_\_\_ ] TIN is not required because:

[ \_\_\_\_ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[ \_\_\_\_ ] Offeror is an agency or instrumentality of a foreign government;

[ \_\_\_\_ ] Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

[ \_\_\_\_ ] Sole proprietorship;

[ \_\_\_\_ ] Partnership;

[ \_\_\_\_ ] Corporate entity (not tax-exempt);

[ \_\_\_\_ ] Corporate entity (tax-exempt);

[ \_\_\_\_ ] Government entity (Federal, State, or local);

[ \_\_\_\_ ] Foreign government;

[ \_\_\_\_ ] International organization per 26 CFR 1.6049-4;

[ \_\_\_\_ ] Other \_\_\_\_ .

(5) Common parent.

[ \_\_\_\_ ] Offeror is not owned or controlled by a common parent:

[ \_\_\_\_ ] Name and TIN of common parent:

Name \_\_\_\_

TIN \_\_\_\_

(m) *Restricted business operations in Sudan*. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation*. By submission of its offer, the offeror represents that—

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: \_\_\_\_

Immediate owner legal name: \_\_\_\_

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity:

☐ Yes or ☐ No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE code: \_\_\_\_

Highest level owner legal name: \_\_\_\_

(Do not use a “doing business as” name)

(End of Provision)

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (OCT 2015)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).



(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☒ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

☐ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

☒ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

☐ (10) [Reserved]

☐ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

☐ (ii) Alternate I (NOV 2011) of 52.219-3.

☐ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (ii) Alternate I (JAN 2011) of 52.219-4.

☐ (13) [Reserved]

☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

- \_\_\_\_ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- \_\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.
- \_\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.
- \_\_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).
- \_\_\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637(d)(4)).
- \_\_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.
- \_\_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.
- \_\_\_\_ (iv) Alternate III (Oct 2015) of 52.219-9.
- \_\_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- X   (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- \_\_\_\_ (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- X   (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).
- \_\_\_\_ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (July 2013) (15 U.S.C. 637(m)).
- \_\_\_\_ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (July 2013) (15 U.S.C. 637(m)).
- X   (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- \_\_\_\_ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 3126).
- X   (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- X   (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- X   (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- X   (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).
- X   (31) 52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212).
- \_\_\_\_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X   (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

X   (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

       (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

       (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

       (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

       (36) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

       (ii) Alternate I (OCT 2015) of 52.223-13.

       (37)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

       (ii) Alternate I (Jun 2014) of 52.223-14.

       (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

       (39)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

       (ii) Alternate I (Jun 2014) of 52.223-16.

  X   (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

       (41) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

       (42) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

       (ii) Alternate I (May 2014) of 52.225-3.

       (iii) Alternate II (May 2014) of 52.225-3.

       (iv) Alternate III (May 2014) of 52.225-3.

       (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

  X   (44) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

       (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

       (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150

\_\_\_\_ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_\_ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_\_ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

  X   (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

\_\_\_\_ (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

\_\_\_\_ (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

  X   (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

  X   (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

\_\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_\_\_\_ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

\_\_\_\_ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_\_ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_\_ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_\_ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).

\_\_\_\_ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

\_\_\_\_ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xi)   X   (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_X\_\_ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price (FFP) contract resulting from this solicitation.

(End of provision)

#### 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of contract expiring.

(End of clause)

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within (insert the period of time within which the Contracting Officer may exercise the option); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed fifty-three (53) months.

(End of clause)

#### 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from NAVSUP FLC Jacksonville, 110 Yorktown Ave., Bldg. 110, 3RD Floor, Jacksonville, FL 32212-0097.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

#### 52.237-1 SITE VISIT (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of provision)

#### 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR Clauses: <http://acquisition.gov/far/>

DFARS Clauses: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/>

(End of provision)

## 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses: <http://acquisition.gov/far/>

DFARS Clauses: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/>

(End of clause)

## 252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011)

(a) Definition. Covered DoD official is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the offeror, and who are expected to undertake activities on behalf of the offeror for any resulting contract, are presently in compliance with all post-employment restrictions covered by 18 U.S.C. 207, 41 U.S.C. 2101-2107, and 5 CFR parts 2637 and 2641, including Federal Acquisition Regulation 3.104-2.

(End of provision)

## 252.203-7996 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS - REPRESENTATION (DEVIATION 2016-O0003) (OCT 2015)

(a) In accordance with section 101(a) of the Continuing Appropriations Act, 2016 (Pub. L. 114-53) and any subsequent FY 2016 appropriations act that extends to FY 2016 funds the same restrictions as are contained in section 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds appropriated (or otherwise made available) by this or any other Act may be used for a contract with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or



abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) *Representation.* By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)

#### 252.203-7997 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2016-O0003) (OCT 2015)

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) Use of funds appropriated (or otherwise made available) by the Continuing Appropriations Act, 2016 (Pub. L. 114-53) or any other FY 2016 appropriations act that extends to FY 2016 funds the same prohibitions as contained in sections 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(End of clause)

#### 252.203-7998 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION 2015-O0010) (FEB 2015)

(a) In accordance with section 743 of Division E, Title VIII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or

statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) Representation. By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)

#### 252.203-7999 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2015-O0010)(FEB 2015)

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect. (c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VIII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015, (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(End of clause)

#### 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (SEPT 2015)

(a) Definitions. As used in this clause--

Adequate security means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Contractor attributional/proprietary information means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

Contractor information system means an information system belonging to, or operated by or for, the Contractor.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Covered contractor information system means an information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

Covered defense information means unclassified information that--

(i) Is--

(A) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or

(B) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract; and

(ii) Falls in any of the following categories:

(A) Controlled technical information.

(B) Critical information (operations security). Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).

(C) Export control. Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.

(D) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies (e.g., privacy, proprietary business information).

Cyber incident means actions taken through the use of computer networks that result in an actual or potentially adverse effect on an information system and/or the information residing therein.

Forensic analysis means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

Malicious software means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and

some forms of adware.

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

Operationally critical support means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

Rapid(ly) report(ing) means within 72 hours of discovery of any cyber incident.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data-Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Adequate security. The Contractor shall provide adequate security for all covered defense information on all covered contractor information systems that support the performance of work under this contract. To provide adequate security, the Contractor shall--

(1) Implement information systems security protections on all covered contractor information systems including, at a minimum--

(i) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government--

(A) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract; and

(B) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract; or

(ii) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1)(i) of this clause--

(A) The security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations", <http://dx.doi.org/10.6028/NIST.SP.800-171> that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer; or

(B) Alternative but equally effective security measures used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection approved in writing by an authorized representative of the DoD CIO prior to contract award; and

(2) Apply other security measures when the Contractor reasonably determines that such measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support, the Contractor shall--

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) Malicious software. The Contractor or subcontractors that discover and isolate malicious software in connection with a reported cyber incident shall submit the malicious software in accordance with instructions provided by the Contracting Officer.

(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD--

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

- (3) To Government entities that conduct counterintelligence or law enforcement investigations;
- (4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or
- (5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.
  - (j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.
  - (k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.
  - (l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.
  - (m) Subcontracts. The Contractor shall--
    - (1) Include the substance of this clause, including this paragraph (m), in all subcontracts, including subcontracts for commercial items; and
    - (2) Require subcontractors to rapidly report cyber incidents directly to DoD at <http://dibnet.dod.mil> and the prime Contractor. This includes providing the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable.

(End of clause)

**252.209-7991 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW – FISCAL YEAR 2016  
APPROPRIATIONS (DEVIATION 2016-O0002) (OCT 2015)**

- (a) In accordance with section 101(a) of the Continuing Appropriations Act, 2016 (Pub. L. 141-53) and any subsequent FY 2016 appropriations act that extends to FY 2016 funds the same restrictions as are contained in sections 744 and 745 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 131-235), none of the funds made available by this or any other Act may be used to enter into a contract with any corporation that –
  - (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability,

unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that –

(1) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

## 252.211-7007 REPORTING OF GOVERNMENT-FURNISHED PROPERTY (AUG 2012)

(a) Definitions. As used in this clause—

“Commercial and Government entity (CAGE) code” means—

(i) A code assigned by the Defense Logistics Agency Logistics Information Service to identify a commercial or Government entity; or

(ii) A code assigned by a member of the North Atlantic Treaty Organization that the Defense Logistics Agency Logistics Information Service records and maintains in the CAGE master file. The type of code is known as an “NCAGE code.”

“Contractor-acquired property” has the meaning given in FAR clause 52.245-1. Upon acceptance by the Government, contractor-acquired property becomes Government-furnished property.

“Government-furnished property” has the meaning given in FAR clause 52.245-1.

“Item unique identification (IUID)” means a system of assigning, reporting, and marking DoD property with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items.

“IUID Registry” means the DoD data repository that receives input from both industry and Government sources and provides storage of, and access to, data that identifies and describes tangible Government personal property. The IUID Registry is—

(i) The authoritative source of Government unit acquisition cost for items with unique item identification (see DFARS 252.211-7003) that were acquired after January 1, 2004;

(ii) The master data source for Government-furnished property; and

(iii) An authoritative source for establishing the acquisition cost of end-item equipment.

“National stock number (NSN)” means a 13-digit stock number used to identify items of supply. It consists of a four-digit Federal Supply Code and a nine-digit National Item Identification

Number.

``Nomenclature" means—

- (i) The combination of a Government-assigned type designation and an approved item name;
- (ii) Names assigned to kinds and groups of products; or
- (iii) Formal designations assigned to products by customer or supplier (such as model number or model type, design differentiation, or specific design series or configuration).

``Part or identifying number (PIN)" means the identifier assigned by the original design activity, or by the controlling nationally recognized standard, that uniquely identifies (relative to that design activity) a specific item.

``Reparable" means an item, typically in unserviceable condition, furnished to the Contractor for maintenance, repair, modification, or overhaul.

``Serially managed item" means an item designated by DoD to be uniquely tracked, controlled, or managed in maintenance, repair, and/or supply systems by means of its serial number.

``Supply condition code" means a classification of materiel in terms of readiness for issue and use or to identify action underway to change the status of materiel  
(see <http://www2.dla.mil/j-6/dlmso/elibrary/manuals/dlm--pubs.asp>).

``Unique item identifier (UII)" means a set of data elements permanently marked on an item that is globally unique and unambiguous and never changes, in order to provide traceability of the item throughout its total life cycle. The term includes a concatenated UII or a DoD recognized unique identification equivalent.

``Unit acquisition cost" has the meaning given in FAR clause 52.245-1.

(b) Reporting Government-furnished property to the IUID Registry. Except as provided in paragraph (c) of this clause, the Contractor shall report, in accordance with paragraph (f), Government-furnished property to the IUID Registry as follows:--

(1) Up to and including December 31, 2013, report serially managed Government-furnished property with a unit-acquisition cost of \$5,000 or greater.

(2) Beginning January 1, 2014, report—

- (i) All serially managed Government-furnished property, regardless of unit-acquisition cost; and
- (ii) Contractor receipt of non-serially managed items. Unless tracked as an individual item, the Contractor shall report non-serially managed items to the Registry in the same unit of packaging, e.g., original manufacturer's package, box, or container, as it was received.

(c) Exceptions. Paragraph (b) of this clause does not apply to—

- (1) Contractor-acquired property;
- (2) Property under any statutory leasing authority;
- (3) Property to which the Government has acquired a lien or title solely because of partial, advance, progress, or performance-based payments;



(4) Intellectual property or software;

(5) Real property; or

(6) Property released for work in process.

(d) Data for reporting to the IUID Registry. To permit reporting of Government-furnished property to the IUID Registry, the Contractor's property management system shall enable the following data elements in addition to those required by paragraph (f)(1)(iii)(A)(1) through (3), (5), (7), (8), and (10) of the Government Property clause of this contract (FAR 52.245-1):

(1) Received/Sent (shipped) date.

(2) Status code.

(3) Accountable Government contract number.

(4) Commercial and Government Entity (CAGE) code on the accountable Government contract.

(5) Mark record.

(i) Bagged or tagged code (for items too small to individually tag or mark).

(ii) Contents (the type of information recorded on the item, e.g., item internal control number).

(iii) Effective date (date the mark is applied).

(iv) Added or removed code/flag.

(v) Marker code (designates which code is used in the marker identifier, e.g., D=CAGE, UN=DUNS, LD=DODAAC).

(vi) Marker identifier, e.g., Contractor's CAGE code or DUNS number.

(vii) Medium code; how the data is recorded, e.g., barcode, contact memory button.

(viii) Value, e.g., actual text or data string that is recorded in its human-readable form.

(ix) Set (used to group marks when multiple sets exist).

(6) Appropriate supply condition code, required only for reporting of reparable, per Appendix 2 of DoD 4000.25-2-M, Military Standard Transaction Reporting and Accounting Procedures manual (<http://www2.dla.mil/j-6/dlmsso/elibrary/manuals/dlm/dlm--pubs.asp>).

(e) When Government-furnished property is in the possession of subcontractors, Contractors shall ensure that reporting is accomplished using the data elements required in paragraph (d) of this clause.

(f) Procedures for reporting of Government-furnished property. Except as provided in paragraph (c) of this clause, the Contractor shall establish and report to the IUID Registry the information required by FAR clause 52.245-1, paragraphs (e) and (f)(1)(iii), in accordance with the data submission procedures at [http://www.acq.osd.mil/dpap/pdi/uid/data\\_submission\\_information.html](http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html).

(g) Procedures for updating the IUID Registry.

(1) Except as provided in paragraph (g)(2), the Contractor shall update the IUID Registry at <https://iuid.logisticsinformationservice.dla.mil/> for changes in status, mark, custody, condition code (for reparable only), or disposition of items that are—

(i) Received by the Contractor;

(ii) Delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor;

(iii) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract as determined by the Government property administrator, including reasonable inventory adjustments;

(iv) Disposed of; or

(v) Transferred to a follow-on or other contract.

(2) The Contractor need not report to the IUID Registry those transactions reported or to be reported to the following DCMA etools:

(i) Plant Clearance Automated Reutilization and Screening System (PCARSS); or

(ii) Lost, Theft, Damaged or Destroyed (LTDD) system.

(3) The contractor shall update the IUID Registry as transactions occur or as otherwise stated in the Contractor's property management procedure.

(End of clause)

#### 252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2015)

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

- (1) A foreign government;
- (2) A representative of a foreign government; or
- (3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from [ \_\_\_\_ Contracting Officer to insert applicable information cited in PGI 225.372-1].

(End of clause)

252.225-7985 CONTRACTOR PERSONNEL PERFORMING IN SUPPORT OF OPERATION UNITED ASSISTANCE (OUA) IN THE UNITED STATES AFRICA COMMAND (AFRICOM) THEATER OF OPERATIONS (DEVIATION 2015-O0003) (DECEMBER 2014)

(a) Synchronized Predeployment and Operational Tracker (SPOT).

(1) For United States citizen and third-country national Contractor personnel performing under this contract in support of OUA in the USAFRICOM theater of operations, the Contractor shall—

- (i) Comply with the SPOT registration requirements at paragraph (a)(2) of this clause;
- (ii) Use the SPOT web-based system to enter and maintain accurate, up-to-date information on individual Contractor personnel throughout employment in support of OUA in the USAFRICOM theater of operations area; and
- (iii) Annotate changes to status of individual Contractor personnel relating to their in-theater arrival date, duty location, and medical quarantine status, to include closing out the employment with their proper status (e.g., mission complete, killed, wounded), within the SPOT web-based system in accordance with the processes and timelines established in the SPOT business rules at <http://www.acq.osd.mil/log/PS/spot.html>.

(2) SPOT registration requirements.

(i) SPOT registration requires one of the following login methods:

(A) A Common Access Card (CAC) or a SPOT-approved digital certificate.

(B) A Government-sponsored SPOT user ID and password. This type of log-in method is only allowed for those individuals who are not authorized to obtain a CAC or an external digital certificate, and requires SPOT Program Management Office approval.

(ii) Contractor administrators shall register for a SPOT account at <https://spot.dmdc.mil>.

(iii) The SPOT Customer Support Team must validate user need. This process may take two business days. Contractor representatives will be contacted to validate Contractor administrator account requests and determine the appropriate level of user access.

(iv) Upon approval, all users shall access SPOT at <https://spot.dmdc.mil/>.

(v) Refer SPOT application assistance questions to the Customer Support Team at—

(A) Phone: 703-578-5407, DSN 312-698-5407; or

(B) Email: [dodhra.beau-alex.dmdc.mbx.spot-helpdesk@mail.mil](mailto:dodhra.beau-alex.dmdc.mbx.spot-helpdesk@mail.mil).

(vi) Refer to the SPOT OSD Program Support website at <http://www.acq.osd.mil/log/PS/spot.html> for additional training resources and documentation regarding registration for and use of SPOT.

(b) *Monthly report.* The Contractor shall provide to the Contracting Officer, on a monthly basis, the aggregate count, by country, of all local national, Contractor employees performing on service or construction contracts for 30-days or longer.

(c) *Contractor emergency medical care.* For United States citizen and third-country national Contractor personnel performing under this contract in support of OUA in the USAFRICOM theater of operations—

(1) Contractor employees shall receive emergency care in military treatment facilities and emergency evacuation in order to save life, limb, or eyesight. Contractor employees shall be stabilized, and then referred to their health care system as soon as the emergency period ends. Inter-theater emergency evacuation requires patient movement approval;

(2) Contractor employees shall have a Letter of Authorization (LOA) and a valid government-issued photo ID and passport;

(3) Sick call or routine medical care will not be provided;

(4) Primary medical and/or dental care is not authorized; and

(5) Emergency medical care costs will be reimbursed in accordance with the terms of the DoD contract.

(d) *Medical evacuation of contractor personnel.*

(1) For United States citizen and third-country national Contractor personnel performing under this contract, DoD will provide—

(i) Aero-medical evacuation of Ebola Virus Disease (EVD) exposed but asymptomatic, EVD infected, and EVD symptomatic patients out of the Ebola-affected nations when available and in accordance with the contract terms and conditions, in coordination with the United States Transportation Command (USTRANSCOM) and/or commercial carriers as available, on a reimbursable basis via the most appropriate means of conveyance; and

(ii) Aero-medical evacuation of non-Ebola-related and no-risk patients out of the Ebola-affected nations when able and in accordance with the contract terms and conditions, in coordination with USTRANSCOM and/or commercial carriers as available, on a reimbursable and case-by-case basis.

(2) For local national Contractor personnel performing under this contract in support of OUA in the USAFRICOM theater of operations—

(i) Non-healthcare provider employees who are deemed EVD-symptomatic and infected shall be referred to a local Ebola treatment unit for treatment; and

(ii) Healthcare provider employees who are deemed EVD-symptomatic and infected shall be referred to the Monrovia Medical Unit for treatment.

(3) Unless specified elsewhere in the contract, the Contractor is responsible for all other support required for its personnel performing in the designated operational area. Allowable costs are determined in accordance with FAR subpart 31.

(e) Upon redeployment from an Ebola-affected nation, Contractor personnel performing under this contract shall comply with the following--

(1) U.S. Federal, including Centers for Disease Control and Prevention, and State and local public health authority requirements for return to, and activities in, the United States and its territories; and

(2) Other foreign nation requirements as stipulated for entry into those countries or territories.

(f) *Other government-furnished support.*

(1) Any contractor who is entitled to U.S. Government-furnished support must have a SPOT-generated LOA signed by the Contracting Officer in order to travel to, from, or within the OUA Joint Operational Area (JOA). The LOA also will identify any additional authorizations, privileges, or U.S. Government support to which contractor personnel are entitled under this contract.

(2) In accordance with DFARS Subpart 225.7402, the Government will provide Contractor personnel the services checked below: *[Contracting Officer to enter the names of the Contractor operating locations that the requiring activity has properly coordinated with the applicable Joint Forces Command (JFC) representatives.]*

(i) For United States citizens:

APO/FPO Postal Service

Billeting

CAC

Contractors Authorized to Accompany Forces (CAAF)

Government Dining Facilities (DFAC)

Excess Baggage

Government Furnished Meals

Local Access Badge

Military Banking

Military Exchange

Military Issued Clothing

Military Issued Equipment

Morale, Welfare, and Recreation (MWR) Facilities

Non-CAAF

Transportation (land transportation within OUA area)

All of the above

None of the above

(ii) For third-country national employees:

Billeting

CAC

CAAF

DFAC

Excess Baggage

Government Furnished Meals

Local Access Badge

Military Banking

Military issued clothing

Military Issued Equipment

Non-CAAF

Transportation (land transportation within OUA area)

All of the above

None of the above

(iii) Local National (LN) employees:

CAC

CAAF

DFAC

Government Furnished Meals

Local Access Badge

Military Issued Clothing

Military Issued Equipment

Non-CAAF

Transportation (land transportation within OUA area)

All of the above

None of the above

(3) In the event of any discrepancy between the checked above and the description of services in the Statement of Work, this clause will take precedence.

(4) Due to urgency and timing of OUA JOA base life support throughout the country, standards will be lowered to an “expeditionary” environment. Expeditionary standards will be based on specific condition, and may include down grading from permanent housing (B-huts, hardened buildings) to temporary tents or other facilities.

(4) Due to the urgency and timing of OUA JOA efforts, DFACs may not be fully operational. Hot meals may decrease from three per day to one or none per day. Meals Ready to Eat (MREs) may be substituted for DFAC-provided meals; however, contractors will receive the same meal standards as provided to military and DoD civilian personnel.

(g) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (g)—

(1) In all subcontracts that require subcontractor personnel that are United States citizens or third-country nationals to perform outside the United States in support of OUA in the USAFRICOM theater of operations; and

(2) In subcontracts, to the maximum extent practicable, that require only subcontractor personnel that are local nationals to perform outside the United States in support of OUA in the USAFRICOM theater of operations.

(End of clause)

#### 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause—

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

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(Contracting Officer: Insert applicable document type(s). Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

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(Contracting Officer: Insert inspection and acceptance locations or “Not applicable.”)

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	
Issue By DoDAAC	
Admin DoDAAC	
Inspect By DoDAAC	
Ship To Code	
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

(\*Contracting Officer: Insert applicable DoDAAC information or “See schedule” if multiple ship to/acceptance locations apply, or “Not applicable.”)

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the e-mail address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

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(Contracting Officer: Insert applicable email addresses or “Not applicable.”)

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity’s WAWF point of contact.

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(Contracting Officer: Insert applicable information or “Not applicable.”)

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

## 5252.237-9400 SUBSTITUTION OF ADDITION OF PERSONNEL (Jan 1992)

- (a) The Contractor agrees to assign to the contract those persons whose resumes, personnel data forms or personnel qualification statements were submitted as required by Section L to fill the requirements of the contract. No substitution or addition of personnel shall be made except in accordance with this clause.



- (b) The Contractor agrees that:

  \* during the contract performance period

  \* during the first   \*\*   days of the contract performance period

No personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (d) below.

- (c) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding 30 working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the Contractor shall propose a substitution of such personnel, in accordance with paragraph (d) below.
- (d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least 15 days (30 days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced.
- (e) In the event a requirement to increase the specified level of effort for a designated labor category, but no the overall level of effort of the contract occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.
- (f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the Contractor, in writing, whether the request is approved or disapproved.
- (g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the delivery order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the Contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the Contractor's action.

(End of Clause)

#### **5252.237-9401 PERSONNEL QUALIFICATIONS (MINIMUM) (Jan 1992)**

(a) Personnel assigned to or utilized by the Contractor in the performance of this contract shall, as a minimum, meet the experience, educational, or other background requirements set forth below and shall be fully capable of performing in an efficient, reliable, and professional manner. If the offeror does not identify the labor categories listed below by the same specific difference.

(b) The Government will review resumes of Contractor personnel proposed to be assigned, and if personnel not currently in the employ of Contractor, a written agreement from the potential employee to work will be part of the technical proposal.

(c) If the Ordering Officer questions the qualifications or competence of any person performing under the contract, the burden of proof to sustain that the person is qualified as prescribed herein shall be upon the Contractor.

(d) The Contractor must have the personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements specified in delivery orders. The work history of each Contractor

employee shall contain experience directly related to the tasks and functions to be assigned. The Ordering Officer reserves the right to determine if a given work history contains necessary and sufficiently detailed, related experience to reasonably ensure the ability for effective and efficient performance.

Labor Categories	Minimum Requirements
_____	_____
_____	_____
_____	_____

(End of Clause)

#### **5252.243-9400 Authorized Changes Only By The Contracting Officer (Jan 1992)**

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicate with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME: To be completed at time of award.

ADDRESS:

TELEPHONE:

(End of Clause)

PWS

### **PERFORMANCE WORK STATEMENT Port Operation Services Naval Station Guantanamo Bay, Cuba**

#### **C 1.0 OVERVIEW**

C 1.1 General. The services to be furnished under this contract include operation of multiple watercraft and boats, related maintenance services, port operations, and waterfront administration in support of United States Naval Base (USNB) at Guantanamo Bay (GTMO) Cuba. The Contractor shall be responsible for the operation, preventive, predictive, corrective maintenance of various watercrafts, boats and equipment, industrial marine repair services and shall provide port operations services. Services shall be provided on a "turn-key" basis with the Contractor providing all necessary management expertise, personnel, supplies,

tools, equipment and vehicles unless otherwise specified in this contract as Government-furnished equipment. The Contractor shall plan, schedule, coordinate and ensure effective completion of all services described herein. This includes, but is not limited to the following fifteen (15) primary tasks:

- (1) Provide ship movement operational support per section C 6.0.
- (2) Provide ferry services operational support per section C 7.0.
- (3) Provide Facility Response Team (FRT) services per section C 8.0.
- (4) Provide berth day operational and maintenance support per section C 9.0.
- (5) Provide harbor security boat operational and maintenance support per section C 10.0.
- (6) Ensure the cleanliness of assigned watercraft, boats, and equipment per section C 11.0.
- (7) Perform maintenance on boats, waterfront equipment, oil spill response, and service craft per section C 12.0.
- (8) Schedule and perform hull cleanings and maintenance availabilities on service craft, LCU, and LCMs and YTBs per section C 13.0
- (9) Perform industrial marine repair services per section C 14.0.
- (10) Provide Severe Weather support per section C 15.0.
- (11) Provide transportation support per section C 16.0.
- (12) Provide material handling support per section C 17.0.
- (13) Provide property administrative services per section C 18.0.
- (14) Provide supply and configuration support per section C 19.0
- (15) Ensure safety and quality control standards per section C 20.0

<b>C 2.0 REGULATORY COMPLIANCE</b>
------------------------------------

C 2.1 The Contractor warrants that all aspects of performance shall be in full compliance with all applicable international conventions and all applicable laws, regulations, permits and other requirements of the United States including all applicable Federal, local, Department of Defense (DoD) and United States Coast Guard (USCG) regulations.

C 2.2 The Contractor shall not pollute the environment. The Contractor warrants that it will avoid all pollution and is in compliance with all DoD, Navy, EPA, OSHA, and local base instructions. The Contractor shall be responsible for all spills that they cause into the environment and shall immediately notify USNB GTMO of any spill. The following list is illustrative of the pollution regulations with which the Contractor must comply:

C 2.2.1 Hazardous material management and waste disposal shall be in accordance with all DoD, Navy, and base regulations. The Contractor shall comply with the Final Governing Standards (FGS) for GTMO, Clean Water Act, the Oil Pollution Act of 1990, 33 U.S.C. §§2701 et seq., (OPA 90), MARPOL Annex I (which prohibits all discharges of oil in special areas), and all applicable statutes and supporting U.S. Coast Guard regulations. Additionally, for hazardous materials used and/or generated during operation and/or maintenance including shipyard periods, the Contractor shall comply with the Resource Conservation and Recovery Act (RCRA), the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Clean Air Act, the Clean Water Act, OPA 90, and all other applicable statutes and regulations.

C 2.2.2 Contractor-operated vessels shall handle spill prevention in accordance with DoD, Navy, local instructions, NAVSTAGTMO Spill Prevention and Response Plan and OPNAVINST 5090 series guidance.

C 2.2.3 All coatings shall be in compliance with the National Emission Standards for Hazardous Air Pollutants (NESHAP) under the Clean Air Act.

<b>C 3.0 GOVERNMENT-FURNISHED EQUIPMENT, SUPPLIES AND SERVICES (IAW FAR 52.245-2)</b>
---

- C 3.1 The Contractor shall take custody of the Government-furnished watercrafts and equipment listed in Technical Exhibit 1 and 3. At vessel turnover, the Government warrants that the platforms are in good material condition, safe to perform all missions and that equipment is in proper working condition. For the purposes of this contract, the terms vessel, boat and watercraft are synonymous.
- C 3.2 Facilities. The Contractor will have use of Government-owned facilities in support of this contract. The Contractor will be responsible for providing all cleaning, supplies and janitorial services for these spaces, and supporting the USNB Zone Inspection Program (COR will provide schedules and instructions). On a monthly basis, the Contractor shall inspect the fire extinguishers in the assigned areas and identify any deficiencies to the COR. The Contractor is required to conserve energy and water to the maximum extent practical in accordance with the Base Energy Conservation Regulation. The Contractor shall observe the Base Energy Conservation Regulation and shall post this instruction for employees to read. The Contractor shall not modify or preserve any of the buildings without the approval of the Contracting Officer (KO). Technical Exhibit 2 and 2A provides a list and area maps of the Government-furnished Facilities.
- C 3.3 The Government will provide the following services within GTMO (with exception of services required for housing of personnel). For those items requiring disposal, the Contractor shall deliver the items to the location identified by the Government.
- (1) Electricity
  - (2) Fuel Oil - DFM (F76), JP5 and MOGAS for Government-owned vessel/craft operations.
  - (3) Lube Oil (for Government-owned craft) as part of corrective maintenance not preventive maintenance.
  - (4) Hydraulic Oil, Transmission Fluid, Steering Fluid, Grease for corrective maintenance not preventive maintenance.
  - (5) Potable Water
  - (6) HAZMAT Disposal for HAZMAT generated during normal operations
  - (7) Garbage Disposal
  - (8) Sewage Pumpout and Disposal
  - (9) Pier space to moor vessels utilized in support of this contract
  - (10) Diesel Engine Inspectors
  - (11) Oily Waste Disposal
  - (12) Mobile Crane Services when approved by the COR

<b>C 4.0 CONTRACTOR-FURNISHED EQUIPMENT AND SERVICES</b>
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- C 4.1 General Requirements. The Contractor shall be responsible for operating, navigating, and maintaining various watercrafts, boats and equipment as well as performing port services functions, as outlined in this contract. The Contractor shall maximize the use of personnel resources to cross deck people (as qualified) to the greatest extent possible. Technical Exhibit 11 provides the Organizational Chart.
- C 4.2 The Contractor shall provide all Automated Data Processing (ADP) for unclassified information necessary to support this contract. This can include, but is not limited to computers, hardware, printers, scanners, copiers, LAN systems, commercial software, etc. The Contractor shall maintain an open connection at all times to an Internet Service Provider (ISP) to provide continuous email connectivity and effective and efficient use of the web based commercial maintenance program. The Contractor will not be provided a Navy-unique email address.
- C 4.3 The Contractor shall be responsible for landline telephone services (local and long distance).
- C 4.4 The Contractor shall provide cell phones for all key personnel. Cell phones must be purchased at GTMO and shall be included in the FFP. Price information for cell phones is contained in Technical Exhibit 6.

#### C 4.5 Management and Authority.

C 4.5.1 Project Management Support. The Contractor shall designate an individual as the Project Manager (PM) on-site for this contract. The PM shall be the Contractor's point of contact with the Contracting Officer and the COR in matters concerning this contract. The PM shall have the authority to commit the Contractor in all matters related to this contract. The PM shall be responsible for coordinating, formulating, disseminating and implementing all task requirements issued by the Government.

C 4.5.2 Boat Operator Authority. A boat operator ("Operator") is defined as a person who is responsible for the operation of any vessel being used in support of this contract. The Operator is responsible for the navigation and care of the vessel as well as the safety of personnel embarked. The Operator shall execute his duties in accordance with U.S. Coast Guard rules and regulations as well as other federal, state and local laws. The Operator has the sole authority for safeguarding embarked personnel and the vessel assigned to his/her custody. The Operator has the authority to abort operations when there is a clear and present danger to safety of embarked personnel and/or his/her assigned watercraft.

C 4.6 Emergency Contact. The Project Manager (or designee with the same authority) must be available to be contacted 24 hours a day, 7 days a week to respond to emergency situations.

C 4.7 Readiness. The Contractor shall ensure that the craft and crewed are maintained in such that they are ready to support operational requirements in accordance with contract requirements. The Contractor shall submit a boat/equipment non-availability notice to the COR verbally, in writing, or via e-mail no later than one hour after any boat and/or equipment failure or damage occurs. Verbal notifications shall be accompanied by written or email notification to the COR within 4 hours after any boat and/or equipment failure or damage occurs.

C 4.8 Normal hours of operation for Naval Station port operations are Monday through Friday, 0800-1600. Normal hours of operation for each service are identified in the sections that describe the service. Government Holidays will be considered non-normal working hours except for those services that are required every day of the year. The normal operational time for vessels includes a maximum time limit of one (1) hour a day which includes 30 minutes for warm up and 30 minutes for cool down.

C 4.9 Flex Time: The start of normal hours of operation can change on a daily basis, as required by the Government. Unless otherwise specified, the earliest the workday can start is 0500 and the latest is 0900. The Government will provide two (2) calendar days notice prior to changing the flextime schedule. Each service and/or vessel defined herein may have a unique flextime schedule.

C 4.10 Sounding and Fire Watch. The Contractor shall provide a roving sounding and fire watch outside of normal hours, which are specified in Section C 4.8, 7 days a week, all days of the year. At a minimum, each vessel and assigned facility shall be checked every other hour, for bilge levels, shore power hoses, mooring lines, water leaks, presence of smoke or fire and any normal conditions. For safety purposes, a minimum of two Contractor personnel is required for every watch.

C 4.11 Due to mission requirements and location of GTMO, the workload can be dynamic. The Government reserves the right to require the Contractor to perform additional Port Operations Functions in support of GTMO, including, but not limited to: operation of boats; additional maintenance on boats; any service necessary to run a DoD port, etc. The Contracting Officer, in accordance with the Changes Clause, will negotiate any change to port operations functions.

C 4.12 Force Protection supplies/services. The requirements for force protection of ships and facilities are rapidly changing. If additional supplies and services within the general scope of the contract are required by the Contracting Officer, the Contractor shall be paid in accordance with the Changes clause.

<b>C 5.0 TRANSITION</b>
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C 5.1 The Contractor shall complete all training and familiarization in order to support the below timelines. The Contractor shall develop a transition plan detailing the transition process, including but not limited to hiring, subcontractor arrangements, training and qualifications, obtaining vehicles, weight handling equipment, manlifts, turnover of GFE, island clearances, and housing accommodations, etc. The

Government may accelerate the transition schedule given below under the Changes clause at a rate to be negotiated.

C 5.2 Anticipated Contract Award: 28 February 2016

C 5.3 Should another contractor other than the incumbent be awarded this solicitation, a 30-day turn-over with the incumbent vendor is required. Full performance period will begin on 01 April 2016, with the transition period scheduled to begin on 01 March 2016. In order to facilitate a smooth turnover, items will be sequentially turned over to the Contractor. The transition schedule will be mutually agreed to by the Contracting Officer, Contracting Officer Representative (COR) and the Contractor to make best use of the capabilities and skills of the Contractor personnel.

<b>C 6.0 SHIP MOVEMENT SUPPORT - HARBOR TUGS, PUSHER BOAT, PILOT, LINE HANDLERS</b>
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C 6.1 The Contractor shall provide Harbor Tug and pusher boat services utilizing YTB-820, YTB-824 and YTB-831.

C 6.2 Normal hours of operation for the harbor tugs and pusher boat are 6 days per week, 10 hours per day, Monday through Saturday 0700-1700.

C 6.2.1 The Contractor shall operate and maintain two harbor tugs simultaneously during normal hours. The third harbor tug will be in reduced operating status for maintenance by the contractor. Reduced operating status (ROS) for the tug is defined as the amount of maintenance necessary to ensure that the material condition of the tug does not degrade and the equipment/systems could be activated within seven days. The Government will provide seven days notice to activate the tug in ROS (and place another tug in ROS).

C 6.2.2 The Contractor shall provide harbor tug services during normal hours within 30 minutes of request and during non-normal working hours the tugs shall be ready for service within 2 hours of request by the COR. Contractor can expect 145 annual ship movements during normal working hours and 25 annual ship movements during non-normal working hours. Contractor will include all ship movement costs in their firm fixed price.

C 6.2.3 A minimum crew of four is required for operation of each harbor tug (1 Tugmaster, 1 Chief Engineer, 1 Oiler Electrician, and 1 Deckhand).

C 6.2.4 The following list is illustrative of the services to be performed by tugs under this contract:

- 1) Towing, twisting, mooring, berthing, docking, streaming, shifting, assisting, pulling, and escorting vessels, barges, submarines, crafts, hulls, sleds, derricks, lighters, and objects of whatsoever nature including anything carried thereon. The Government reserves the right to use Government-owned or controlled Tugs or vessels separately or jointly with other tugs in the performance of any services listed in this Contract. Towing may include origin and destination locations offshore and Contractor will be paid for the service under a separate CLIN.
- 2) Transfers of pilots and Government Personnel by vessel.
- 3) Tug emergency support services, including responses to weather conditions threatening vessels, piers, dry-docks, or shore facilities; shipboard fires; vessels aground; vessel equipment failures; downed aircraft; oil spills; missions of mercy; collisions; ammunition mishaps; and search-and-rescue operations and shipboard casualty or National Defense Emergency.
- 4) Line handling.
- 5) Within the geographical region of the Caribbean, vessel(s) may be ordered to any berth, dock, anchorage, wharf, open roadstead, submarine line, or alongside any vessel, barge, lighter, submarine, craft, hull, derrick, or object of whatsoever nature that the Government may direct,

provided the vessel can lie always safely afloat except in harbors or waters where groundings are custom of the port.

C 6.3 Pusher Boat Services. The Contractor shall provide pusher boat services at GTMO using Government-furnished pusher boat.

C 6.3.1 The Contractor shall operate and maintain the Government Furnished pusher boat (PB-1/ Vessel number 74CM831).

C 6.3.2 The pusher boat shall be used to perform miscellaneous tasks, including, but not limited to movement of waterborne items, docking of vessels, movement of small cargo, linehandling, etc.

C 6.3.3 The Contractor shall provide pusher boat services during normal working hours within 30 minutes of request. Contractor can expect 60 annual pusher boat services during normal working hours. The Contractor is only required to operate one harbor tug when the pusher boat is operating.

C 6.3.4 Pusher boat services during non-normal working hours shall be provided within 4 hours of notice by the COR. Contractor can expect 45 annual pusher boat services during non-normal working hours.

C 6.3.5 A minimum crew of three is required for operation of the pusher boat (1 Coxswain, 1 Oiler Electrician, and 1 Deckhand).

C 6.4 The Contractor shall assist the Government Dockmaster with mooring ships at GTMO.

C 6.4.1 The Contractor shall coordinate and provide all necessary line handling services. A maximum of 10 line handlers will be required at any one time. Unless there is an emergency, the Contractor will be given at least four hours advance notice.

C 6.4.2 Line handler services are typically required during normal working hours; however, the services must be available during non-normal working hours to assist with vessel arrivals and departures. The Government estimates 145 annual ship movements of which 25 ship movements per year will occur on weekends and Federal Holidays. Typically between 4 and 10 line handlers will be required.

C 6.4.3. During all operating hours, the line handlers shall be on station no less than 15 minutes prior to the scheduled arrival/departure of the vessel. The COR or designee will schedule the linehandling services with the Contractor.

C6.5 The Contractor shall be responsible for storing, maintaining in accordance with C 12, transporting, and staging of government-furnished shore power cables and cradles for ship-to-shore power, brows and brow stands and portable fenders. The Contractor shall not be responsible for the quality or capacity of ship-to-shore power. The Contractor shall not connect or disconnect shore power, or place brows and brow stands on ships.

C 6.6 Harbor Pilot Services. The Contractor shall provide a Harbor Pilot for GTMO and can expect approximately 40 ship movements per year that requires these services.

<b>C 7.0 BERTH DAY SUPPORT - FERRY SERVICES</b>
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C 7.1 The Contractor shall provide ferry services at GTMO using the Government-furnished ferries listed below.

C 7.1.1 Two Government-furnished Yard Ferry Boats (YFB-92, YFB-93);

C 7.1.2 Three Government-furnished utility boats (UB) (GTMO-5, GTMO-6 & GTMO-7);

C 7.1.3 Two Government-furnished Landing Crafts (LCU1675 & LCM8-4).

C 7.2 The ferry service primarily provides passenger, vehicle, cargo and equipment transportation between the Windward and Leeward side of GTMO at designated ferry landings. Normal ferry operations are set forth in Technical Exhibit 3; however, the scheduled arrival/departure times may be changed by the COR

and the scheduled hours of operation may be changed to support the different missions in GTMO as directed by the Contracting Officer with 24 hours' notice. The maximum numbers of vessels in operation at one time are 1 YFB, 1 LCM or 1 LCU and 1 UB.

C 7.3 For ferry services, the Contractor shall operate in accordance with Section C 21 and maintain in accordance with C Sections 11 and C 12, the Government-furnished boats and crafts listed in Sections C 7.1.1 through C 7.1.3 above.

C 7.3.1 The Contractor shall be responsible for the safe loading and embarking /debarking of personnel and vehicles on the ferry in accordance with general guidance provided by the COR.

C 7.4 Additional non-normal ferry operations shall be provided within two hour notice. Contractor can expect non-normal ferry runs to average twelve per month. Examples are medical evacuations, personnel movements, ammo load outs, and/or fuel tankers.

C 7.5 The Contractor shall also operate the boats/crafts to support various general harbor works in addition to non-normal ferry runs.

C 7.6 A minimum crew of four is required for operation of each YFB and LCU (1 Craftmaster, 1 Loadmaster, 1 Chief Engineer, and 1 Oiler/electrician), and a minimum crew of three is required for operation of the UB and LCM (1 Coxswain, 1 Engineer, and 1 Bow hook/Stern hook).

<b>C 8.0 BERTH DAY SUPPORT - FACILITY RESPONSE TEAM (FRT) SERVICES</b>
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C 8.1 The Contractor shall provide waterborne FRT services at GTMO utilizing Government-furnished vessels and equipment. FRT response services and training shall be in accordance with OPNAVINST 5090.1D. (OPNAVINSTs are available on the Internet at the following website: <http://www.fas.org/irp/doddir/navy/opnavinst/index.html>).

C 8.2 Contractor shall provide waterborne FRT services twenty-four (24) hours per day, seven (7) days a week immediate response is required within 1 hour of notification of a spill to deploy 1000 feet of oil boom to start containment.

C 8.3 Under FRT services, the Contractor's responsibilities include, but are not limited to, the following:

C 8.3.1 Responsible for investigating reports of possible spills and report the details of the spill, source, size, estimated amount and type of product. If there is a spill, the contractor shall respond in accordance with Section C 8.1.

C 8.3.2 Responsible for containing waterborne spills and recovering product from the water. The Contractor may be required to work and train with other agencies or departments that also have oil spill response capabilities.

C 8.3.3 Responsible for preventive containment booming/un-booming of ships, submarines, barges, and facilities including booming of strategic response locations within 30 minutes of receipt of request.

C 8.3.4 Contractor shall boom ships with containment boom when vessels are scheduled to transfer liquid cargo with a petroleum, oil or lubricants (POL) base or components. Continuous containment is required 360 degrees around the vessel. If 360 degree booming is not possible or practicable, the Contractor must notify the COR immediately.

C 8.3.5 Responsible for ensuring FRT personnel are trained and equipped in accordance with the position descriptions listed in the Facility Response Plan (FRP) and qualified in accordance with Section C 21.

C 8.4 The Contractor shall operate in accordance with Section C 21 and maintain in accordance with Sections C 11 and C 12, the five Oil Spill Response Government-furnished boats (Boom Boat-1, Boom Boat-2, Fast Boat-1, Platform-1, Platform-2, (2) Pumper Trucks, and Skimmer), trailers, spare engines, boom reels and associated equipment and booms. Oil Spill Response Boat crewing. A minimum crew of two (1 Coxswain and 1 Deckhand) is required to operate each boat except for the platform boats which require a minimum crew of three (1 Coxswain and 2 Deckhands).



C 8.5 The Contractor shall provide an Oil Spill Report consisting of an itemized accounting of all costs including materials and man-hours associated with an oil spill response situation.

C 8.6 The Contractor shall participate in regional training, exercises and other spill response training as required by the COR.

#### **C 9.0 BERTH DAY SUPPORT – BERTH DAY BOATS, DIVE BOATS AND SERVICES**

C 9.1 Dive Boats The Contractor shall maintain the two dive boats (DV-1, DV-2) and trailers, including spare engines in accordance with Sections C 11 and C 12. The Contractor will be required to operate the boats as necessary for maintenance. The Contractor shall work closely with the COR to ensure that scheduled maintenance requirements do not interfere with operational requirements.

C 9.2 GTMO Captain's Gig Maintenance. The Contractor shall maintain the Captain's Gig in accordance with Sections C 11 and C 12. The Contractor will be required to operate the Gig as necessary for maintenance. The Port Operations department will operate the Gig for all other uses.

C 9.3 Port Service Boat The Contractor shall maintain the Port Services Boat (PSB) and trailer, including spare engines, in accordance with Sections C 11 and C 12. The Contractor will be required to operate the boat as necessary for maintenance. The Contractor shall work closely with the COR to ensure that scheduled maintenance requirements do not interfere with operational requirements.

C 9.3.1 In accordance with the procedures identified under Property Administration (Section C18), Government personnel will check out/check in the port services boats with the Contractor.

C 9.4 The Contractor shall provide trash removal services within the waters of GTMO (see Technical Exhibit 2) using Government-furnished vessels. This service includes waterborne trash removal and obstructions to navigation and floating debris. The Contractor is responsible for disposing of the trash and debris in an area adjacent to the waterfront as specified by the COR. The Contractor is not required to haul the trash to a landfill.

C 9.5 The Contractor shall relocate, as directed by the COR, all boats and the miscellaneous equipment that supports the Port Operation Department. Relocation of these items can include movement by water.

#### **C 10.0 HARBOR SECURITY BOATS**

C 10.1 Security Boats. The Contractor shall maintain the four security boats (HP-1, HP-2, HP-3, and HP-4), trailers, boat lifts, transports and spare engines. The Security Department will operate the security boats for operational purposes. The Contractor will be required to operate the boats as necessary for maintenance. The Contractor shall work closely with the COR to ensure that scheduled maintenance requirements do not interfere with operational requirements.

C 10.2 Normal hours for providing maintenance services are 6 days per week, 10 hours per day, Monday through Saturday 0700-1700. Contractor to determine which hours are more productive and will support the mission.

#### **C 11.0 GENERAL EQUIPMENT STANDARDS**

C 11.1 The Contractor shall operate Government-furnished watercraft, boats and equipment in accordance with the original equipment manufacturer's technical manuals and specifications.

C 11.2 Watercraft Standards of Appearance. All watercraft shall be maintained in a neat sanitary condition with all loose gear, equipment and tools stowed in a safe, secure, and orderly fashion. All bright work shall be kept shined and all labels and stencils shall be kept clearly legible.

C 11.3 Hull and weather decks. The exterior hull, weather decks and superstructure, including ladders, booms, winches, capstans, and all other deck fittings, shall be maintained in a clean, rust free condition. Waterline

and draft marks shall be repainted with sufficient frequency to ensure a high standard of appearance and vessel smartness. The national ensign, jack, pennants, and signal flags shall be clean and untattered. All craft shall be washed down with freshwater on a weekly basis.

C 11.4 Mooring lines shall be maintained in a clean and serviceable condition. Rigging and ground tackle shall be maintained in accordance with manufacturer's recommendation. All rigging and ground tackle shall be regularly inspected and maintained to be clean and rust/corrosion free condition.

C 11.5 Engineering spaces. Engineering spaces shall be maintained in a neat, clean, oil-free condition with bilges dry or at the minimum practical level, and oil-free. Attention shall be given to small leaks, insulation and lagging, painting and preservation, equipment stowage, and similar housekeeping items. Machinery shall be maintained to original equipment manufacturer's specifications and professional marine engineering standards of material condition and readiness required for mission performance. Packing glands, guards, and other similar items shall be routinely maintained. Constant attention shall be given to maintenance and repair actions that impact safety. Surface coatings shall be maintained in accordance with applicable vessel technical manuals and Naval Ships Technical Manual (NSTM) 631. Status boards, posted instructions and diagrams shall be neatly and accurately maintained.

C 11.6 Interior spaces. All interior spaces shall be maintained in a clean, corrosion/rust-free and properly painted condition. Decks and ladders shall be maintained free of tripping and slip hazards. Ship's furniture shall be maintained in good repair. All interior bright-work shall be regularly shined.

C 11.7 The Contractor shall maintain all waterfront and oil spill response equipment that includes brows, brow stands, shore power cables, hoses, boom reels, vacuum side of vac trucks, OSR conex boxes, and boom in good condition. This includes preservation, cleaning, maintenance and repair. Shore power cables and cradles shall be protected from damage and stored out of exposure to the sun.

<b>C 12.0 MAINTENANCE OF GOVERNMENT-FURNISHED BOATS, WATERFRONT EQUIPMENT, OIL SPILL RESPONSE EQUIPMENT AND SERVICE CRAFT</b>
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C 12.1 General. The watercraft, systems and equipment, and other assigned port service areas and equipment shall be maintained in accordance with original equipment manufacturer's specifications, the Joint Fleet Maintenance Manual (JFMM) Volumes IV, V, VI, and applicable NSTM's. The Contractor shall accomplish alterations as directed by the Contracting Officer, Contracting Officer Representative on a reimbursable basis under the applicable Reimbursable CLIN. If a repair part is not available from the Government inventory, the Contractor shall be required to follow the procedures detailed in paragraph Section C 19.1.1.

C 12.2 Senior Maintenance Engineer. The Contractor shall assign a senior maintenance engineer to coordinate all watercraft and equipment maintenance and repair.

C 12.3 The Contractor shall perform a visual inspection of each vessel on a daily basis to record engine operating hours and to record the condition of the each boat. Vessels operated by the Government will be made available to the Contractor for these daily inspections.

C 12.4 Consumables required for operation of these boats (e.g. mooring lines, fenders, lifesaving equipment, etc.) will be reimbursed as spare parts/repair parts under Reimbursable Items. Consumables required for vessel maintenance will not be reimbursed.

C 12.5 In accordance with the procedures identified in Property Administration, Government personnel will check out/check in the boats listed in Sections C9 and C10 from the Contractor.

C 12.6 The Contractor shall work closely with the COR to ensure that maintenance requirements do not interfere with operational requirements.

C 12.7 The Contractor shall maintain each craft's readiness for all operational requirements. The Contractor shall ensure that all equipment, machinery, and appurtenances of the craft, regardless of the frequency or importance of use, shall be maintained in the highest state of readiness. The Contractor shall be responsible for performing scheduled and unscheduled maintenance and repairs to ensure mission readiness 24-hours a day.

C 12.8 Predictive, Preventive and Corrective Maintenance. The Contractor shall perform predictive, preventive and corrective maintenance as required to maintain each craft's equipment and systems and other assigned port service areas and equipment in a high state of readiness. This service shall ensure to the maximum extent possible continuing operation of the machinery, prolonging the life of the machinery, and to preclude breakdown of the machinery, unnecessary overhaul of major equipment, and excessive corrective maintenance of the machinery.

C 12.8.1 Predictive Maintenance. The Contractor shall collect lube oil samples for analysis on all lubricating and hydraulic oil systems. Contractor shall respond to and perform as necessary preventative and corrective maintenance as indicated by the analysis.

C 12.8.2 Preventive Maintenance. The Contractor shall perform all preventive maintenance on assigned watercrafts, systems and equipment, and other assigned port service areas and equipment.

C 12.8.3 Contractor Maintenance Plan. The Contractor shall utilize, "Wheelhouse" commercial maintenance program and inventory control program to develop maintenance plans for each Government-furnished watercraft, service craft, waterfront equipment, oil spill response equipment and all other equipment that requires maintenance performed using manufactures tech manuals, existing maintenance requirement cards and good engineering practices. The Contractor will verify procedures, maintenance checks and documentation that support the maintenance prior to implementation. The Contractor shall include all inventory items in the commercial maintenance program.

The maintenance program must be able to accurately depict the status of each vessel and equipment, provide historical maintenance and repair data, total maintenance costs per boat or equipment, inventory and costs of parts used, labor hours estimated per maintenance check, actual labor hours used, part failure analysis, engine hours, scheduling of maintenance checks, number of checks completed on a monthly and annual basis. The Contractor shall upload all pertinent reference documentation that pertains to each vessel or equipment for easy reference to procedures, drawings etc. The program will also have the capability to assign vessels to a future planned phased maintenance availability or scheduled overhaul, this will allow building the work package for the future event and inputting all maintenance and repairs to that availability.

Contractor will be responsible for internet connection that will support maintenance program. The Contractor will include the cost of the maintenance program in their firm fixed price under the "data" CLIN. The FFP shall include subscription cost and one-time cost for vessel walk-down services inventory module, on-site training and initial setup, implementation, option one (1) implementation support and travel. The data in the program will belong to and be turned over to the government at the end of the contract period.

Contractor shall have dedicated personnel to support maintenance scheduling, data entry to include common verbiage, accuracy of entries, completion entries, inventories and quality assurance checks.

Contractor is responsible to increase initial manning to ensure the program is fully operational within 120 days of award. The contractor will continue to perform required maintenance and repairs of all craft utilizing a local program until the commercial maintenance program is operational for the first 120 days.

The Government shall provide Diesel Engine Inspectors for those engines covered under the Navy's Diesel Inspection Program.

Contractor shall develop a phased maintenance plan/refurbishment cycle for boats that includes blasting, priming and painting vessel exterior and interior spaces, inspecting wiring and equipment and replacing as necessary. In between refurbishment cycles, the boats and equipment will have their hulls cleaned, visually inspected, spot preserved and equipment replaced as corrective maintenance if required. Plan will be developed annually with the COR.

C 12.8.4 Corrective Maintenance and Repairs. The Contractor shall accomplish all corrective maintenance and all repairs to ensure a high state of readiness of the craft, their systems and equipment, and other port services operations in accordance with the PWS.

C 12.8.4.1 Corrective maintenance and repairs consist of those activities that are within the capability of Contractor's personnel as defined by the contract. Corrective maintenance includes

such efforts as troubleshooting, disassembly, repair, replacement, assembly, startup, and adjustments. Typical examples of corrective maintenance are as follows: pump overhaul, injector replacement, gunwale repair, piping repair, valve overhaul or replacement, weld repairs, replacement of deteriorated metal, breaker or transformer replacement, electrical/electronic repairs, deck fitting repairs, stuffing tube replacement, leak correction, overhaul of engines and re-engine of vessels, air conditioning and refrigeration, hoses, cables, hydraulic systems, and etc.

C 12.8.4.2 Corrective maintenance and repairs shall be accomplished within 24 hours of identification unless approved by the COR and scheduled for a future date or availability in Wheelhouse. The craft's material condition shall be maintained at full design operating level and ensure that further deterioration in the condition of equipment and systems does not occur. Contractor will be manned to respond immediately to corrective maintenance and repairs. There will be repair work that will be deferred to the next maintenance availability when parts can be obtained and sufficient vessel downtime can be established to affect repairs, and will be established with the COR.

C 12.9 Gauge Calibration. Calibration of gauges, micrometers, torque wrenches etc. shall either be provided by the Government utilizing the calibration facility at GTMO or will be ordered under the applicable reimbursable CLIN for calibration off island.

C 12.10 Maintenance Personnel. The Contractor shall have sufficient personnel to perform all predictive, preventive and corrective maintenance. The Contractor's plan for managing predictive, preventive and corrective maintenance shall include the use of Contractor personnel to accomplish repairs considered being within their capability. The Contractor shall ensure the skill level of the personnel performing the work is commensurate with the technical difficulty of the work and that the repairs are of a lasting, high quality nature meeting the US industry and governmental standards. The Contractor shall provide sufficient shore side maintenance personnel, who are not permanently assigned to operating vessels, to accomplish routine maintenance and repairs as scheduled. Contractor shall respond immediately to vessel and equipment repairs and continue with preventive maintenance.

C 12.11 Responsible for periodic inspection, repair and annual cleaning of permanently installed waterborne boom and tiderisers.

C 12.12 Responsible for maintaining the six (6) Oil Spill Response container express (CONEX) boxes, and the supplies and equipment located in the CONEX boxes at various locations. Locations of the CONEX boxes are listed in Technical Exhibit 3. The lockers will have an inventory placard located on the container. Oil Spill Response supplies will be purchased by the contractor under the applicable reimbursable CLIN.

C12.13 Contractor shall perform the layup and/or maintenance actions required for disposal of excess watercraft that are under the custody of Port Operations. This work shall be performed on a not to interfere basis with the normal duties and will include minor maintenance, repair or preservation, removal of equipment, defueling and engine removal. The Contractor may be required to obtain special services for maintenance or repairs; and for testing and removal of hazardous materials. The Contractor will be reimbursed for such costs under the applicable reimbursable CLIN.

<b>C 13.0 SERVICE CRAFT, LCU AND MAINTENANCE AVAILABILITIES AND DOCKING REGULAR OVERHAULS (DROH)</b>
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C 13.1 Travel Lift Capability. The travel lift has the capability to remove all vessels from the water for docking with the exception of the YTBs, lifting of the YTB's with the travel lift will be tested in FY16 and potentially docking of the YTB's can be accomplished at GTMO.

C 13.2 Hull Cleanings. Vessels will be removed from the water and placed on blocks at least every 18 months for hull cleanings and visual inspections. Contractor will schedule with the COR the frequency and corrective maintenance to be performed on each vessel during the hull cleaning. The Contractor will develop a schedule for military divers at GTMO to perform waterborne hull cleanings and inspections on the YTBs.

C 13.2 Maintenance Availabilities. The contractor with the COR will schedule phased maintenance availabilities and take the vessels out of service for a short duration of 1-4 weeks to complete corrective maintenance utilizing their industrial marine services. Contractor shall use the maintenance program to document all maintenance actions and shall flag required preventive, corrective maintenance and repairs for the next maintenance availability and order parts, materials to support it. This will include if any, authorized NAVSEA alterations.

C 13.3 Docking Regular Overhauls (DROH). Docking Regular Overhauls (DROH) are scheduled every six years for the YTBs and YFBs and every eight years for the YC. The LCU is classified as a boat and will require six year DROH cycles. The Contractor and the COR shall meet to discuss future docking availabilities on an annual basis at a minimum. For planning purposes, the following craft will be scheduled for DROH in the next five years: (FY16-YTB 820), (FY17-YTB 824), (FY18-YTB 831) and (FY18-YC 1639). Docking Regular Overhauls will consist of docking critical work such as hull non-destructive testing, hull plating replacements, blasting, priming and painting, sea chest, waster sleeve, sea valves, seawater piping, tank inspections, propeller and shaft removals, rudder removals, cutlass bearing replacements, strut bearing replacements and all work that can only be performed while in dock. This will be an extended maintenance period of up to three months depending on the amount of work. The Contractor will document and flag DROH maintenance and repairs to the next DROH availability in the maintenance program. The Contractor with the COR will periodically review work items for the scheduled availability and develop the plan of action and milestones (POA&M). The COR will notify the Regional Maintenance Manager who will provide an independent ship check and detail of each item. The COR will submit the DROH work package to the Regional Maintenance Manager at least 150 days prior to the scheduled availability. The Regional Maintenance Manager will compile the work package, work specs and develop an independent Government estimate and submit to the Contracting Officer 120 days prior to the scheduled availability. The Contracting Officer will direct the Contractor to competitively solicit and subcontract the work for the YTB's docking critical work. If the government determines the travel lift cannot be used for the YTB's, the Contractor will be responsible for preparing vessels for tow. The Contractor shall oversee repairs with the Government representative, completing docking inspection reports and Non Destructive Testing (NDT) reports in accordance with NSTM 997 and will be required to perform start-up maintenance, fueling operations, system alignments testing and post DROH sea-trials. The contractor will have a docking officer that will oversee all docking and undocking evolutions, placement of blocks, fleeting on blocks, weight calculations and docking reports. The Contractor shall accomplish docking critical work at GTMO for the LCU, YTB's and YC. The DROH packages will be individually uploaded in the "Wheelhouse" program for each vessel so as to become part of the permanent material history record.

#### **C 14.0 INDUSTRIAL MARINE REPAIR SERVICES**

C 14.1 The Contractor shall provide industrial marine repair services. These services are necessary for the Government Furnished Equipment listed in Technical Exhibit 1. If a repair part is not available from the Government inventory, the Contractor shall be required to follow the procedures detailed in Section C 19.1.1.

C 14.2 Normal hours for marine repair services are 6 days per week, 10 hours per day, Monday through Saturday 0700-1700.

C14.3 The Contractor shall provide the following services utilizing Government-furnished equipment, and in compliance with the JFMM, Volumes IV, V, VI, applicable Naval Ships Technical Manuals and Industry Standards:

C 14.3.1 Sandblasting, Hydro-Blasting and Painting. Contractor shall provide these services for corrosion and preservation control. Painting shall be accomplished by both manual application and spray process.

C 14.3.2 Carpentry/Fiberglass Repair. Contractor shall provide the ability to manufacture wood block build-ups for dry-docking various station craft and repair fiberglass hull/components. Contractor is responsible for building 809 carpentry shop.

C 14.3.3 Pipefitting, Shipfitting, Valve Repair and Welding. Contractor shall provide structural welding and cutting on ferrous and nonferrous materials with qualified personnel. Contractor shall repair and

manufacture pipe and piping systems, shipfitting, and hull repairs including but not limited to the fabrication and repair of decks, hull penetrations, hull plating, associated structural members and watertight fittings on station craft as well as similar emergent repairs on visiting vessels. Valve repair to include replacing seats, lapping, seat contact blue checks, repacking, and hydrostatic testing for seat tightness. The following welding processes are available for Contractor use: ferrous and non-ferrous welding utilizing shielded metal arc welding (SMAW), gas tungsten arc welding (GTAW), gas metal arc welding (GMAW) processes, oxygen-acetylene cutting and silver brazing. Brazing, SMAW and GMAW welding may be performed in shop and on site. GTAW welding may be performed in shop only. Further resources available to the Contractor include arc welders, TIG welders, a punching and shearing machine and a pipe bending and threading machine.

C 14.3.4 Engine/Machinery Repair. Contractor shall troubleshoot, repair and overhaul Detroit Diesel, Cummins engines and transmissions; as well as Honda and Yamaha outboard engines by personnel with documented experience and qualifications to perform troubleshooting, repair and overhauls of the various engine types. Contractor shall repair all types of marine equipment. Specific facilities and equipment exist to remove, rebuild, and install diesel and outboard engines and support systems.

C 14.3.5 Machine and Milling Repair. Contractor shall machine various machinery components utilizing lathes, mills, drill presses and other shop machinery.

C 14.3.6 Electrical Repair. Contractor shall provide marine electricians to perform diagnostics and repair to Marine Electrical Equipment and Systems and perform diagnostics and minor repairs to Electronic Equipment and Systems. Repairs shall be accomplished per American Boat Yacht Council (ABYC) standards and in accordance with the OEM requirements.

C 14.3.7 Flex Hose Repair. Contractor shall manufacture flex hoses with reusable threaded fittings and hydrostatically test, tag and maintain records for all hoses in accordance with the NSTM.

C 14.3.8 Steel Cable Manufacturing. Contractor shall have the capability to cut wire rope and install swedge fittings, replace cabling and pull test cables.

C 14.3.9 Non-Destructive Testing. Contractor shall be certified to perform Visual Test (VT), Dye Penetrate Test (PT) and Ultrasonic Test (UT).

C 14.3.10 Auxiliary System and Equipment Repair. Contractor shall diagnose and repair auxiliary marine systems including but not limited to air conditioning, refrigeration, hydraulic, sewage, compressed air, cooling water, and ventilation systems.

C 14.4 Contractor shall support the execution of the required diesel inspections on YTB 820, YTB 824 and YTB 831 in accordance with the Joint Fleet Maintenance Manual (JFMM) and OPNAVINST 9233.1. Each tug shall be inspected every 18-24 months, prior to overhaul, after overhaul and after casualty affecting the engine in accordance with above directives. In addition to the Diesel Inspections, the Contractor shall support the Board of Inspection and Survey (INSURV) material inspections accomplished every 3 years.

## **C 15.0 SEVERE WEATHER REQUIREMENTS**

C 15.1 Severe Weather Preparations. The Contractor shall be responsible for the execution of the Severe Weather Plan as outlined herein and Technical Exhibit 8. The Contractor shall be responsible for all equipment identified under this contract. Variations to the Government's plan can be made to suit the local weather conditions with the approval of the COR.

C 15.2 Contractor shall provide a specific Severe Weather Response Plan. The plan shall detail how the Contractor will comply with Technical Exhibit 8. It shall include names and phone numbers along with the number of people required to perform the necessary tasks and detail how the Contractor shall ensure that the personnel will be available.

C 15.3 Typical major tasks that the Contractor should anticipate during severe weather conditions are listed below as a guide for planning purposes. Specific execution timeline will be provided by the COR.

C 15.3.1 Severe Weather Readiness (this is not an all-inclusive list):

- 1) Remove, secure and properly stow all non-essential loose gear in associated waterfront areas.
- 2) Relocate port services equipment, such as brows and ladders, to a secure storage area.
- 3) Moor vessels.
- 4) Provide boat operations support for post-storm assessments. Report extent of damage to pier facilities, sortied craft and assigned buildings.

#### **C 16.0 TRANSPORTATION**

C 16.1 Transportation Support. The Contractor shall provide vehicles to transport material, personnel, security watches, tow trailers/launch and recover boats as necessary to support contracted Port Operations services. All vehicles must be permanently marked with the Contractor's name. All costs associated with the operation and maintenance of the vehicles shall be the Contractor's responsibility.

#### **C 17.0 WEIGHT HANDLING EQUIPMENT AND LIFTS**

C 17.1 Material Handling Support: The Contractor shall supply, maintain, certify in accordance with NAVFAC P307 all material handling equipment including but not limited to forklifts, chainfalls, lifting slings and pallet jacks necessary for performance of this contract.

C17.2 The Contractor shall provide marine lift services utilizing the Government furnished 300-ton Marine Travel Lift. The Contractor is responsible for the maintenance and certification of the Marine Travel Lift in accordance with manufacturer's recommendation. The Contractor shall ensure all certification requirements are met in accordance with NAVFAC P307 for Class I Cranes. The Contractor shall have an operator certified in accordance NAVFAC P307 for Class I Cranes within 30 days of the start of the performance period.

C 17.3 The contractor shall supply, maintain and certify, in accordance with OSHA requirements, a man-lift capable of reaching the top of the 300-ton Marine Travel Lift to perform required maintenance.

#### **C 18.0 PROPERTY ADMINISTRATION**

C 18.1 The Contractor shall establish and maintain a system to control, protect, preserve, and maintain all Government property. Records for all Government property in Contractor custody are to be maintained in accordance with FAR 45. Physical inventories are to be performed on an annual basis and the results reported to the COR within 15 days after completion of the inventory.

C 18.2 Initial Turnover Inventory. The Government and Contractor shall jointly conduct an inventory of all Government-furnished Material/Equipment/Tools/Property that will be provided in support of this contract. The joint inventory of property will be completed approximately one week prior to the scheduled turnover to the Contractor.

C 18.3 Vessel Inspection. The Government and Contractor shall jointly inspect each vessel before turnover to the Contractor. The inspection results for each vessel will be individually uploaded into WheelHouse so as to become a record of material condition. All inspections may be videotaped for future reference.

C 18.4 Contract Completion Inventory & Vessel Inspection. Upon completion of the contract, a joint inspection and complete watercraft, equipment, tool and material inventory must be accomplished. The Contractor shall be responsible for the costs associated with the replacement/repair of missing/damaged watercraft, equipment and inventory in excess of normal wear and tear.

C 18.5 Vessel and Equipment Check Out/In System. The Contractor shall develop and administer an Equipment Check Out/In and inspection system for Government use of any Government-furnished equipment and/or boats. The system shall document the condition of the boat and equipment prior to and after use. The

Contractor shall maintain an activity log available to the Government upon request. Damage to the boat or equipment beyond normal wear and tear will be reimbursable under the applicable reimbursable CLIN.

#### **C 19.0 SUPPLY AND CONFIGURATION MANAGEMENT OF GOVERNMENT OWNED WATERCRAFT AND EQUIPMENT**

C 19.1 Spare and Repair Parts. The Contractor shall maintain custody/security of Government-furnished spare and repair parts listed in Technical Exhibit 10, and shall be responsible for maintaining the spare and repair parts in a Ready-for-Issue (RFI) condition. The contractor shall establish a barcode inventory system that will track on-hand inventory and establish high and low limits.

C 19.1.1 If a part is not available from the Government inventory, the Contractor may then purchase the part subject to COR approval for the purchase of any single part in excess of \$500 but does not exceed \$3,000. For purchases (single or multiple) totaling over \$3,000, the Contractor must obtain Contracting Officer approval in order to obtain reimbursement by providing three quotes or sole source justification to the COR. When repairs to components and equipment are no longer cost effective as determined by the COR, the contractor will purchase the new component or equipment. Payment shall be made under the applicable reimbursable CLIN. The Contractor shall work closely with the COR on tracking the funding for these purchases to ensure that yearly funding constraints are not exceeded. The Contractor shall be responsible for the entire logistics process, including but not limited to identifying the repair part, ordering, tracking, storing, shipping, receiving and/or disposing, and issuing spares and repair parts and documenting materials used by vessel in the WheelHouse program. The Contractor shall maintain current levels of spare / repair part inventories and the cost/price. The cost of parts required shall be tracked by the type of vessel in WheelHouse Program. The Contractor shall maintain and update the supply and configuration records to reflect all modifications, file documentation and actions in WheelHouse Program.

C 19.2 Consumable Supplies. The Contractor shall furnish all consumables required for the performance of this contract as part of their firm price. A representative list of consumable supplies is outlined in Technical Exhibit 5. This list is not intended to be all-inclusive, but is provided to indicate a range and types of items that may be required for this contract.

C 19.3 Reliability/Maintainability Changes. Change requests to improve equipment reliability and maintainability (R&M) including parts interchangeability shall be submitted to the COR. No changes shall be made prior to COR approval of the request. The Contractor shall be responsible for modification documentation.

#### **C 20.0 SAFETY AND QUALITY CONTROL REQUIREMENTS**

C 20.1 Quality Management System. The Contractor shall provide and maintain a quality management system which includes a description of the Contractor's quality management process, quality assurance controls, inspections and testing, and shall be focused on preventing, controlling, and detecting defects. The procedures, documentation, and data that comprise the system shall be incorporated into a Quality Management System Plan detailing how the Contractor will monitor quality under this contract. Existing quality documents that meet the requirements of this contract may continue to be used. At a minimum, the plan shall include:

C 20.1.1 An inspection system covering all the services identified in this statement of work. It must specify the areas to be inspected on either a scheduled or unscheduled basis and how often inspections will be accomplished.

C 20.1.2 Methods for identifying and preventing defects in the quality of service performed before the level of performance becomes unacceptable.

C 20.1.3 On-site records of all inspections conducted by the Contractor and necessary corrective actions taken. These records must be made available to the Government upon request.



C20.1.4 Address how the Contractor will meet the Acceptable Quality Levels (AQLs) in response to the Quality Assurance Support Plan (QASP) provided in the solicitation Technical Exhibit 13.

C 20.2 Formal Inspections of Government-furnished Watercraft, Equipment and Facilities. At various times during the contract period, all watercraft, equipment and facilities may undergo Government conducted inspections. The Contractor shall participate in the inspections and shall to the maximum extent practicable maintain the watercraft/equipment in an operational condition during the inspections. The COR may order the correction of discrepancies. The Contractor shall provide status update to the COR and Contracting Officer relative to the correction of discrepancies found during the inspections. The Contractor shall be notified no less than three (3) days prior to conducting the inspection.

C 20.3 Safety Program. Watercraft and personnel safety are the top priority. The Contractor shall establish and maintain a safety program to promote occupational safety for all personnel. The safety program shall encompass appropriate procedures and practices as necessary to establish a safe and hazard-free working and living environment. The program shall address areas of typical shipboard and port operations evolutions and equipment operations, mission operations, maintenance, and housekeeping. The program shall also incorporate applicable DoD, base, Navy, and U.S. Coast Guard Regulations.

C 20.3.1 Safety Plan. The safety program and plan shall include, but not be limited to asbestos control, heat stress control, hearing and sight conservation, lead control, respiratory protection, electrical safety, gas free engineering, confined space operations, lock-out/tag out procedures, hazardous material control and management, mercury control, polychlorinated biphenyls, and man-made vitreous fibers. With respect to the operations, the safety plan shall address methods to identify, evaluate and control safety and occupational health hazards. The plan shall also include required sections for on-site health and a safety plan for oil spill response operations for FRT and other personnel engaged in spill response. Contractor's plan shall comply with OSHA standards and the plan shall be approved by the Government.

C 20.4 Hazardous Materials and Hazardous Wastes (HAZMAT). The watercraft, boats and equipment may contain and/or generate HAZMAT. The Contractor shall properly package, containerize, store, dispose and manage all HAZMAT with complete identification of all contents clearly labeled on the container in accordance with all Naval Station GTMO base regulations. All HAZMAT utilized in the performance of this contract requirement must be obtained through the Navy's HAZMAT center. The port facilities HAZMAT locker must be maintained in accordance with the Naval Station GTMO base regulations. The Contractor is responsible for any additional expenses/fines incurred as a result of any acts of noncompliance or negligence or violation of federal, state or local laws and regulations as a result of the Contractor's management of regulated waste or hazardous materials. Contractor shall ensure that a hazardous material minimization program is developed, implemented and the Material Safety Data Sheet (MSDS) reviewed for the follow-on contract. The Contractor shall participate in the Regional Hazardous Materials Minimization Program and Consolidated Hazardous Material Reutilization and Management (CHRIMP) program.

C 20.4.1 Regulated wastes (oily waste) shall be properly stored, packaged, containerized and disposed of in accordance with all applicable regulations.

## **C 21.0 PERSONNEL REQUIREMENTS**

C 21.1 Personnel Requirements. The Contractor shall be responsible for safely manning the various craft identified by this contract while meeting all USCG requirements and not restricting operational and maintenance requirements identified herein. The Contractor shall have sufficient personnel to meet mission and maintenance requirements.

C 21.2 Mandatory Key Personnel. The mandatory Key Personnel are the Project Manager, Operations Manager, the Harbor Pilot, three (3) Tug and Ferry Craftmasters, and the Senior Maintenance Engineer. The Contractor agrees to assign to this contract those persons identified as key personnel whose resumes were submitted with its proposal. No substitutions of key personnel shall be made except in accordance with the NAVSUP 5252.237-9400. Substitution or Addition of Personnel Clause. Contractor's key personnel must be citizens of the United States of America and must be able to obtain a Confidential Security Clearance and Common Access Card (CAC).

C 21.3 In the event the Government has any reason to be dissatisfied with the qualifications, conduct or performance of any person employed by the Contractor, the Contracting Officer will provide particulars to the Contractor who shall promptly investigate and take the appropriate corrective action, including but not limited to making a change in personnel. The Contractor shall provide the Contracting Officer with written information detailing the action taken and the basis for such action.

C 21.4 Substitutions of Key Personnel. The Contractor agrees to assign to this contract those positions identified as key personnel whose resumes were submitted with its proposal and who are necessary to fulfill the requirements of this contract. No substitutions of key personnel shall be made except in accordance with NAVSUP 5252.237-9400.

C 21.5 Key Personnel Requirements/Qualifications:

C 21.5.1 Project Manager (PM). In addition to the requirements identified in Section C 4.5.1 of this Performance Work Statement, the Project Manager must have demonstrated excellent management, verbal and written communication skills. The Project Manager must be capable of interacting effectively with Government personnel. The Project Manager must be able to understand and respond to their concerns in a timely manner and be proactive, actively engaged in all aspects of operations. The Project Manager must have the equivalent of ten (10) years experience directly related to the requirements of this contract, or a Bachelor of Science Degree in Management, Marine Transportation or Engineering and the equivalent of five (5) years experience directly related to the requirements of this contract. The Project Manager is also responsible for ensuring that a qualified docking officer is assigned and on station during the docking of any vessels. The Project Manager position cannot be collateral duty with any other position. The PM shall be located on-site.

C 21.5.2 Ferry and Harbor Tug Craftmasters (3 required). The craftmasters must either have: (1) prior Navy experience and have prior NEC 0161 qualifications or (2) a minimum of a USCG Master License on Near Coastal Waters for Motor vessels of 200 Gross Tons. In addition, to the NEC 0161 qualification and/or the USGC Masters License, all craftmasters must have at least 5 years documented experience operating harbor tugs or point-to-point ferry operations. This includes experience operating under conditions requiring precise navigation, station keeping, close quarter maneuvering, anchoring, and specialized testing operations. The craftmasters shall be an experienced marine radio operator, understand international and inland rules-of-the-road and proficiently operate radar and other navigational aids. The craftmaster must also be familiar with administrative ship business and demonstrate overall charge of the vessel.

C 21.5.3 Harbor Pilot. The harbor pilot must have prior Navy experience and held a Navy Enlisted Classification (NEC) 0215 (harbor/docking pilot) with 10 years experience piloting Naval ships in and out of harbors and Naval bases and to and from docks and berths or hold a Coast Guard issued master license with a 1st Class pilot endorsement with 10 years' experience as stated above. Pilots shall have no incidents on their records. The Harbor Pilot supervises Naval and contractor personnel in docking berthing, mooring and directs operations of all classes of vessels and barges.

C 21.5.3 Senior Maintenance Engineer (SME). The SME must have either: (1) a USCG Chief Engineer (Limited), Near Coastal license with experience in routine operation, preventive maintenance, corrective maintenance, and repairs of shipboard systems or (2) have 15 documented years of comparable experience with the maintenance and repair of shipboard systems, hull, mechanical and electrical with an emphasis on diesel engines. In addition to the requirements of Section C 12, the SME supervises/performs maintenance on all engineering, deck, fire-fighting and emergency equipment. The SME must be experienced in supervising and maintaining a preventive maintenance system (PMS), documentation of machinery history, generating maintenance actions due, completed, deferred and drafting reports for accomplishment rate and hours expended along with costs associated with each vessel or equipment. The SME must be familiar with diesel inspection requirements. This position cannot be collateral duty with any other position.

C 21.5.4 Operations Manager. The Operations Manager is the central dispatcher for the Contractor and will be required to respond to all radio requests from the Navy's Port Control Office. The Operations Manager must have demonstrated excellent management, verbal and written communication skills. Because of the

requirement to frequently interface with the Navy on VHF radio, the operations manager must have excellent command of and diction in the English language. The Operations Manager must have the equivalent of five (5) years experience directly related to the requirements of this position or have a college degree in business with a concentration in operations and three (3) years of experience directly related to the requirements of this position.

C 21.6 General Personnel Requirements. The following requirements apply to all Contractor personnel performing work on this contract.

C 21.6.1 Boat Operators and crews (other than listed above in Key Personnel Requirements). Boat operators shall complete the Shore Installation Management Basic Boat Coxswain Course (SIM BBC) for those assigned as boat coxswains and completed along with crewmembers the Personal Qualification Standard (PQS), NAVEDTRA 43606 for the applicable positions. Tug crews will complete the PQS NAVEDTRA 43609 associated with their position. As a prerequisite to the PQS all boat operators and crews will be either Navy 2<sup>nd</sup> class swimmer qualified or attend USCG STCW-95. The operators must be experienced driving and maneuvering small boats. The Contractor shall provide all boat operator and crew qualifications to the COR.

C 21.6.2 All contractor personnel assigned to Facilities Response Team (FRT) will be qualified for their positions in accordance with On Water Oil Spill Response, Containment, and Recovery PQS, NAVEDTRA 43195-D.

C 21.6.3 Contractor personnel assigned as Line Handlers will be qualified in accordance with Deck Seamanship Line Handler PQS, NAVEDTRA 43127-D.

C 21.6.4 Contractor personnel assigned as Sounding and Security shall be qualified in accordance with Shore Installation Management (SIM) Port Operations PQS, NAVEDTRA 43602, Sounding and Security along with any other base and/or contractor specific guidance.

C 21.6.5 Uniforms. All Contractor employees shall wear a Contractor-furnished uniform. Contractor must provide uniforms suitable to the environmental conditions. The uniforms must be professional in appearance and be kept neat and clean. The uniforms must have company identification on front and back and the company's name will be visible on the front of outer clothing. The uniform design must be submitted to the COR for approval prior to use.

C 21.6.6 Contractor personnel shall maintain a clean, groomed and professional appearance.

C 21.6.7 Contractor personnel shall be able to clearly communicate in English.

C 21.6.8 Identification Badges. All Contractor employees shall have their Government furnished identification badges in their possession at all times.

C 21.6.9 Medical Requirements. The Contractor shall develop a drug-testing program in accordance with 46 CFR Part 16, Section 230. The contractor shall provide trained, qualified, medically and psychologically fit personnel consistent with the craft mission and projected area of operation.

C 21.6.10 Workforce. Foreign nationals may be employed; however, due to the sensitive location of GTMO, foreign nationals may be excluded and denied entry approval.

C 21.6.11 Entry Approval. No employee or representative of the Contractor will be admitted to GTMO without prior entry approval. The background of Contractor personnel will be screened prior to entry to NS GTMO. The Contractor shall provide to the COR 30 days prior to the required arrival date of each employee at GTMO the following information: full name, date and place of birth. See Technical Exhibit 6

**C 21.6.12 Enterprise-wide Contractor Manpower Reporting Application (ECMRA)**

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for Port Operations via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs).

The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) S, Utilities ONLY;
- (5) V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

C 21.7 Personnel Contingency Plan. The Contractor shall develop a contingency plan adequate to ensure that there will be no interruption of operations or maintenance service due to labor disruption within the Contractor's own labor force. The contingency plan must address substitution of personnel when qualified/trained personnel are not available due to leave, sickness, death, or other unplanned losses.

C 21.8 The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with all applicable laws, codes and regulations in connection with the performance of work. Further, the Contractor is responsible to ensure that proper safety and health precautions are taken to protect the work, the workers, the public and the property of others.

C 21.9 All substitute personnel (other than key personnel) replacing Contractor personnel assigned to this contract shall have qualifications that equal or exceed the minimum standards established in the contract.

C 21.10 Training. All training/certifications required must be kept current through the entire contract period.

C 21.10.1 The Government will provide HAZMAT, HAZWOPER, Basic Boat Coxswain, 2<sup>nd</sup> class swimmer and FRT training to Contractor employees that are on the FRT roster and /or operate boats in accordance with applicable regulations.

C 21.10.2 The Contractor shall provide all Contractor personnel serving as crew on a boat with basic fire fighting training applicable to the vessel being operated.

C 21.10.3 Training Plan. The Contractor shall provide a Training Plan demonstrating how the Contractor will accomplish both ashore and afloat training as set forth in this contract. The Contractor shall accomplish training in accordance with this plan. The training plan will include the subject being taught; location of the training site(s); and the company / institution, etc. that will be employed to perform this training. The training plan must also include a contingency plan to address substitution of personnel when qualified/trained personnel are not available due to leave, sickness, death, etc. The Training plan will also contain a training status matrix covering all personnel with the qualifications and expiration date for each.

C 21.11 Required Drills. The Contractor's employees will complete the following drills as appropriate to their duties and the Contractor shall document completion of them in the vessel's logbook or in accordance with OPA 90 requirements.

<u>Minimum</u>	<u>Drill</u>	
<u>Periodicity</u>		
1)	Quarterly	Man Overboard
2)	Quarterly	Shipboard Fire Drill While Underway
3)	Monthly	Oil/Fuel Spill Response (OPA 90)
4)	Monthly	Oil Spill Equipment Deployment (OPA 90)
5)	Semi-Annual	Building Fire Drill
5) Annual		HAZMAT Response Drill
6) Annual		Oil Spill Management Table Top Drill

## 7) Annual Severe Weather Response Drill

C 21.12 Continuation of Essential Contractor Services. This contract requires continuation of essential contractor services per DFARS 252.237-7023. The Contractor shall participate in training events, exercises, and drills associated with the Government efforts to test the effectiveness of the continuity of operations and practices. The services listed in paragraphs C6-C20 are designated as essential services per DFARS 252.237-7023.

**C 22.0 SECURITY**

C 22.1.1 Security: Contractor Access to (Unclassified) Information Systems. Department of Navy (DON) policy prescribes that all unclassified data at rest that has not been approved for public release and is stored on mobile computing devices shall be treated as sensitive data and encrypted using commercially available encryption technology.

C 22.1.2 DON policy prohibits assignment of non-U.S. citizens to IT-I and IT-II designated positions. IT position designations are incorporated in paragraph 5B-2 of SECNAV M-5510.30.

C 22.1.3 The Contractor shall ensure all personnel whose work involves IT-I and IT-II positions, access to sensitive unclassified information, navigation aids programs, Privacy Act Information, or Personally Identifiable Information receive a favorably adjudicated National Agency Check with Local Checks (NACLIC). Employees may begin work once notification is received from the Naval Station GTMO Security Manager that minimum requirements have been met.

C 22.1.4 The Contractor shall process all clearances of Confidential and higher and ensure employees which require these clearances have been awarded and maintain appropriate clearances for the duration of their employment.

C 22.1.5 The Contractor shall use the visitor certification program in Joint Personnel Adjudication System (JPAS) or Visit Authorization Request (VAR) to provide Contractor personnel (who possess a current NACLIC or superior clearance) investigative information documentation to Naval Station GTMO Security Manager and COR.

C 22.1.6 The Contractor shall include the IT Position Category per SECNAV M-5510.30 for each employee designated on a VAR. The VAR will be renewed annually or for the duration of the contract if less than one year.

C 22.1.7 The Contractor shall ensure personnel that require Common Access Cards (CAC) shall report in person within 3 working days of reporting onboard to the NSGTMO Trusted Agent Sponsorship System (TASS) for processing CAC request. The COR will provide contact information for the current TASS Trusted Agent (TA).

C 22.1.7.1 The Contractor shall ensure personnel provide the TASS TA signed documentation from the contract security manager on company letterhead, page three (3) of System Authorization Access Request Navy (SAAR-N), or VAR identifying the level and expiration date of clearance the contract employee possesses and two forms of valid photo identification.

C 22.1.8 The Contractor shall ensure individuals accessing Navy Information Technology resources completes an OPNAV Form 5239/14, System Authorization Access Request Navy (SAAR-N).

C 22.1.8.1 The Contractor shall forward the SAAR-N to NSGTMO Information Technology (IT) department within 3 working days of arrival at Guantanamo Bay.

C 22.1.9 The Contractor shall ensure completion of annual Information Assurance (IA) training, monitor expiration of requisite background investigations and initiate reinvestigations as required, to ensure uninterrupted access to required IT systems.

C 22.1.10 The contractor will fully comply with requirements of Synchronized Predeployment and Operational Tracker (SPOT) program as coordinated with the KO.

## **C 22.2. Physical Security**

C22.2.1 The Contractor shall be responsible for safeguarding all Government property provided for Contractor use. At the end of each work period, all Government facilities, equipment and materials shall be secured.

C22.2.2 The Contractor shall establish and implement methods to ensure all keys issued to the Contractor by the Government are accounted for and not used by unauthorized persons. The Contractor shall not duplicate any keys issued by the Government and immediately report to the COR any occurrences of lost or duplicated keys.

C22.2.3 The Contractor shall be required, upon written direction from the COR, to re-key or replace the affected lock or locks without cost to the Government. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced at the Contractor's expense.

C22.2.4 The Contractor shall prohibit the use of keys issued by the Government by any persons other than the Contractor's employees.

C22.2.5 The Contractor shall limit access to Government provided lock combinations to preclude unauthorized entry.

## **C22.3 Operational Security**

C22.3.1. No Contractor employee shall disclose or cause to be disseminated any information concerning the operations of the activity which would result in, or increase the likelihood of the possibility of a breach of the activity's security or interrupt the continuity of its operations.

C22.3.1.1. The Contractor shall emphasize to all employees that disclosure of information relating to the services hereunder to unauthorized personnel or failure to safeguard classified information shall subject the Contractor, their agents or personnel to criminal liability under Title 18, Sections 79 and 798 of the United States Code.

C22.3.2. The Contractor shall direct all inquiries, comments or complaints arising from any matter observed, experienced, or learned as a result of, or in connection with, the performance of this contract, the resolution of which may require the dissemination of official information, to the Public Affairs Officer.

C22.3.3. Deviations from, or violations of, any of the provisions of this section shall, in addition to all other criminal and civil remedies provided by law, subject the Contractor to immediate termination for default and/or contractor personnel involved will experience withdrawal of the Government's acceptance and approval of employment.

C22.3.4. The Contractor shall ensure personnel adhere to all base regulations and shall act swiftly to correct any personnel problems. Failure to comply with subject regulations may result in termination of employment and subsequent removal from the base.

C22.3.4.1. The Contractor shall be required to remove any employee who has been determined by the Government to be objectionable for reasons including discipline, incompetence, and carelessness. Any crime committed within the Naval Base reservation may subject the perpetrator to Federal prosecution.

C22.3.5. The Contractor shall ensure all personnel obtain required badges, vehicle passes and licenses and ensure the return of licenses, passes and badges to the COR upon completion of this contract or upon termination of personnel.

C22.3.5.1. The Contractor shall, at a minimum of 30 days prior to the start of the contract, submit to the COR an estimate of the number of personnel expected to be utilized at any one time on the contract.

C22.3.5.2. The Government shall issue necessary badges without charge.

C22.3.6. The Contractor shall ensure only personnel with a need access facilities or any contractor occupied space.

C22.3.6.1. The Contractor shall ensure that all contractor personnel have vacated the Contractor work areas at the end of the work day (unless otherwise approved by the COR).

C22.3.6.2. The Contractor shall ensure no pets are kept in or around contractor occupied spaces.

#### **C22.4 Base Entry Clearance Procedures**

C22.4.1. The Contractor shall ensure all persons entering NSGTMO; obtain area entry clearance approval from the Base Commander and in accordance with the Foreign Clearance Guide at <https://www.fcg.pentagon.mil/fcg.cfm>. Contractor's requests for entry can be initiated by contacting the Naval Station Security Manager at (011) 5399-4505. All requests shall be initiated NO LATER THAN 60 DAYS PRIOR TO REQUIRED ENTRY.

C22.4.2. The Contractor shall be permitted to have personal visitors in accordance with current Base regulations.

#### **C22.5 Contractor Unclassified Access to Federally Controlled Facilities, Sensitive Information, Information Technology (IT) Systems or Protected Health Information**

Homeland Security Presidential Directive (HSPD)-12, requires government agencies to develop and implement Federal security standards for Federal employees and contractors. The Deputy Secretary of Defense Directive-Type Memorandum (DTM) 08-006 – "DoD Implementation of Homeland Security Presidential Directive – 12 (HSPD-12)" dated November 26, 2008 (or its subsequent DoD instruction) directs implementation of HSPD-12. This clause is in accordance with HSPD-12 and its implementing directives.

#### **APPLICABILITY**

This clause applies to contractor employees requiring physical access to any area of a federally controlled base, facility or activity and/or requiring access to a DoN or DoD computer/network/system to perform certain unclassified sensitive duties. This clause also applies to contractor employees who access Privacy Act and Protected Health Information, provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Position, as advised by the command security manager. It is the responsibility of the responsible security officer of the command/facility where the work is performed to ensure compliance.

Each contractor employee providing services at a Navy Command under this contract is required to obtain a Department of Defense Common Access Card (DoD CAC). Additionally, depending on the level of computer/network access, the contract employee will require a successful investigation as detailed below.

#### **ACCESS TO FEDERAL FACILITIES**

Per HSPD-12 and implementing guidance, all contractor employees working at a federally controlled base, facility or activity under this clause will require a DoD CAC. When access to a base, facility or activity is required contractor employees shall in-process with the Navy Command's Security Manager upon arrival to the Navy Command and shall out-process prior to their departure at the completion of the individual's performance under the contract.

#### **ACCESS TO DOD IT SYSTEMS**

In accordance with SECNAV M-5510.30, contractor employees who require access to DoN or DoD networks are categorized as IT-I, IT-II, or IT-III. The IT-II level, defined in detail in SECNAV M-5510.30, includes positions which require access to information protected under the Privacy Act, to include Protected Health Information (PHI). All contractor employees under this contract who require access to Privacy Act protected information are therefore categorized no lower than IT-II. IT Levels are determined by the requiring activity's Command Information Assurance Manager. Contractor employees requiring privileged or IT-I level access, (when specified by the terms of the contract) require a Single Scope Background Investigation (SSBI) which is a higher level investigation than the National Agency Check with Law and Credit (NACLC) described below. Due to the privileged system access, a SSBI suitable for High Risk public trusts positions is required. Individuals who have access to system control, monitoring, or administration functions (e.g. system administrator, database administrator) require training and certification to Information Assurance Technical Level 1, and must be trained and certified on the Operating System or Computing Environment they are required to maintain.

Access to sensitive IT systems is contingent upon a favorably adjudicated background investigation. When access to IT systems is required for performance of the contractor employee's duties, such employees shall in-process with the Navy Command's Security Manager and Information Assurance Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The decision to authorize access to a government IT system/network is inherently governmental. The contractor supervisor is not authorized to sign the SAAR-N; therefore, the government employee with knowledge of the system/network access required or the COR shall sign the SAAR-N as the "supervisor".

The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date.

When required to maintain access to required IT systems or networks, the contractor shall ensure that all employees requiring access complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

#### **INTERIM ACCESS**

The Navy Command's Security Manager may authorize issuance of a DoD CAC and interim access to a DoN or DoD unclassified computer/network upon a favorable review of the investigative questionnaire and advance favorable fingerprint results. When the results of the investigation are received and a favorable determination is not made, the contractor employee working on the contract under interim access will be denied access to the computer network and this denial will not relieve the contractor of his/her responsibility to perform.

#### **DENIAL OR TERMINATION OF ACCESS**

The potential consequences of any requirement under this clause including denial or termination of physical or system access in no way relieves the contractor from the requirement to execute performance under the contract within the timeframes specified in the contract. Contractors shall plan ahead in processing their employees and subcontractor employees. The contractor shall insert this clause in all subcontracts when the subcontractor is permitted to have unclassified access to a federally controlled facility, federally-controlled



information system/network and/or to government information, meaning information not authorized for public release.

**CONTRACTOR'S SECURITY REPRESENTATIVE**

The contractor shall designate an employee to serve as the Contractor's Security Representative. Within three work days after contract award, the contractor shall provide to the requiring activity's Security Manager and the Contracting Officer, in writing, the name, title, address and phone number for the Contractor's Security Representative. The Contractor's Security Representative shall be the primary point of contact on any security matter. The Contractor's Security Representative shall not be replaced or removed without prior notice to the Contracting Officer and Command Security Manager.

**BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO NATIONAL SECURITY POSITIONS OR PERFORMING SENSITIVE DUTIES**

Navy security policy requires that all positions be given a sensitivity value based on level of risk factors to ensure appropriate protective measures are applied. Navy recognizes contractor employees under this contract as Non-Critical Sensitive [ADP/IT-II] when the contract scope of work require physical access to a federally controlled base, facility or activity and/or requiring access to a DoD computer/network, to perform unclassified sensitive duties. This designation is also applied to contractor employees who access Privacy Act and Protected Health Information (PHI), provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Positions. At a minimum, each contractor employee must be a US citizen and have a favorably completed NACLC to obtain a favorable determination for assignment to a non-critical sensitive or IT-II position. The NACLC consists of a standard NAC and a FBI fingerprint check plus law enforcement checks and credit check. Each contractor employee filling a non-critical sensitive or IT-II position is required to complete:

- SF-86 Questionnaire for National Security Positions (or equivalent OPM investigative product)
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. Background investigations shall be reinitiated as required to ensure investigations remain current (not older than 10 years) throughout the contract performance period. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

Regardless of their duties or IT access requirements ALL contractor employees shall in-process with the Navy Command's Security Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Employees requiring IT access shall also check-in and check-out with the Navy Command's Information Assurance Manager. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date.

The contractor shall ensure that each contract employee requiring access to IT systems or networks complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. Contractor employees shall accurately complete the required investigative forms prior to submission to the Navy Command Security Manager. The Navy Command's Security Manager will review the submitted documentation for completeness prior to submitting it to the Office of Personnel Management (OPM). Suitability/security issues identified by the Navy may render the contractor employee ineligible for the assignment. An unfavorable determination made by the Navy is final (subject to SF-86 appeal procedures)

and such a determination does not relieve the contractor from meeting any contractual obligation under the contract. The Navy Command's Security Manager will forward the required forms to OPM for processing. Once the investigation is complete, the results will be forwarded by OPM to the DON Central Adjudication Facility (CAF) for a determination.

If the contractor employee already possesses a current favorably adjudicated investigation, the contractor shall submit a Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS) or a hard copy VAR directly from the contractor's Security Representative. Although the contractor will take JPAS "Owning" role over the contractor employee, the Navy Command will take JPAS "Servicing" role over the contractor employee during the hiring process and for the duration of assignment under that contract. The contractor shall include the IT Position Category per SECNAV M-5510.30 for each employee designated on a VAR. The VAR requires annual renewal for the duration of the employee's performance under the contract.

#### **BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO OR PERFORMING NON-SENSITIVE DUTIES**

Contractor employee whose work is unclassified and non-sensitive (e.g., performing certain duties such as lawn maintenance, vendor services, etc. ...) and who require physical access to publicly accessible areas to perform those duties shall meet the following minimum requirements:

- Must be either a US citizen or a US permanent resident with a minimum of 3 years legal residency in the United States (as required by The Deputy Secretary of Defense DTM 08-006 or its subsequent DoD instruction) and
- Must have a favorably completed National Agency Check with Written Inquiries (NACI) including a FBI fingerprint check prior to installation access.

To be considered for a favorable trustworthiness determination, the Contractor's Security Representative must submit for all employees each of the following:

- SF-85 Questionnaire for Non-Sensitive Positions
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

The contractor shall ensure each individual employee has a current favorably completed National Agency Check with Written Inquiries (NACI) or ensure successful FBI fingerprint results have been gained and investigation has been processed with OPM

Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date.

\* Consult with your Command Security Manager and Information Assurance Manager for local policy when IT-III (non-sensitive) access is required for non-US citizens outside the United States.

### **C 23.0 HOUSING, BASE SUPPORT AND TRANSPORTATION**

C 23.1 Technical Exhibit 6 provides a listing and description of available housing, base support, services and transportation that are available to a contractor performing work at GTMO.

### **C 24.0 CONTRACT DATA, PLANS AND REPORTS REQUIREMENTS**

C 24.1 The Contractor shall prepare and submit the contract data reports and plans listed below. All contract data requirements shall be submitted to the Contracting Officer for review, comment and approval. The

Contractor shall revise contract data requirements as necessary to incorporate Contracting Officer's comments and concerns. Revisions must be resubmitted within 14 days of receipt of Government comments.

C 24.1.1 Property Control System. The Contractor shall establish and maintain an accurate property system to control, protect, preserve, and maintain all Government property as described in Section C 18. Records for all Government property in Contractor custody are to be maintained in accordance with FAR 45.6. The Property Control system shall be submitted to the Contracting Officer for approval no later than 30 days after contract award.

C 23.1.2 Quality Management System Plan. The Contractor shall provide a Quality Management System Plan as described in Section C 20.1 and will update it as changes occur. The Quality Management System Plan system shall be submitted to the Contracting Officer or Contracting Officer Representative for approval no later than 30 days after contract award.

C 24.1.3 Safety Plan. The Contractor shall provide a Safety Plan as described in Section C 20.3 and shall be update it as changes occur. The Safety Plan shall be submitted to the Contracting Officer or Contracting Officer Representative for approval no later than 30 days after contract award.

C 24.1.4 Severe Weather Response Plan. The Contractor shall provide a specific Severe Weather Response Plan as described in Section C 15.0 and identifying the personnel assigned to each task and any modifications. The Severe Weather Response Plan shall be submitted to the Contracting Officer or Contracting Officer Representative for approval no later than 30 days after contract award.

C 24.1.5 Transition Plan. The Contractor shall develop a transition plan that will incorporate turnover of Government-furnished facilities, equipment and watercraft with the hiring and training schedule of Contractor personnel to support the transition as described in Section C 5.0. This plan shall demonstrate how the Contractor will accomplish both ashore and afloat training as described in Section C 5.1 and C 18.10.4. Failure of the Contractor and Contracting Officer or Contracting Officer Representative to reach a mutually agreeable transition plan shall not relieve the Contractor of its obligation to meet the performance schedule to the reasonable satisfaction of the Contracting Officer.

C 24.1.6 Equipment Check Out/In System. The Contractor shall develop and administer an Equipment Check Out/In System or procedure for Government use of various craft and equipment as stated in Section C 12.5. The Equipment Check Out/In System shall be submitted to the Contracting Officer or Contracting Officer Representative for approval no later than 30 days after contract award.

C 24.1.7 Maintenance Plans. The Contractor shall develop a maintenance plans for the vessels and equipment as described in Section C 12 and C 13. The maintenance plans shall be submitted to the Contracting Officer or Contracting Officer Representative for approval no later than 30 days after contract award. With the full implementation of the commercial maintenance program within 120 days of contract award.

C 24.1.8 Personnel Contingency Plan. The Contractor shall develop and submit a personnel contingency plan in accordance with C 21.7. The Personnel Contingency Plan shall be submitted to the Contracting Officer or Contracting Officer Representative for approval no later than 30 days after contract award.

C 24.1.9 Drug Testing Plan. The Contractor shall develop and submit a plan for random drug testing as described in C 21.6.9. Updated schedule and results shall be submitted as requested. The Drug Testing Plan shall be submitted to the Contracting Officer or Contracting Officer Representative for approval no later than 30 days after contract award.

C 24.1.10 Docking Regular Overhaul (DROH) Weekly Status Report. The Contractor shall submit a DROH Report for service craft, LCU in availability to the COR and Contracting Officer. The report shall include detailed progress/status of work performed, parts status and items of concern. This report shall be completed with the Government representative overseeing the availability.

C 23.1.11 Maintenance Availability Weekly Status Report. The Contractor shall submit a Maintenance Availability Status Report for service craft, LCU or LCM in a phased maintenance availability to the COR

and contracting officer. The report shall include detailed progress status of work performed, parts status and items of concern.

C 24.1.12 Accident Report. In all instances in which any vessel or equipment under this contract sustains damage or is involved in any incident resulting in damage to vessels, property, piece of equipment, or in bodily injury or death, the Contractor shall secure a report from the vessel master/operator or equipment operator or Officer acting as pilot, or from any licensed pilot aboard the vessel being handled. Contractor shall submit said report to the Contracting Officer and COR within twenty-four hours following said incident, reporting the facts, listing deaths, reporting the extent of damages or bodily injuries, and listing recommendations to prevent recurrence. Contractor shall complete drug and alcohol testing of all personnel in accordance with 46 CFR. Accidents on vessels shall be issues under Admiralty Law.

C 24.1.13 Oil and Hazardous Substance (OHS) Spill Report. All OHS spill incidents including on land or in water shall be immediately reported in accordance with NAVSTAGTMO instructions and requirements. Immediate notification shall be made according to Spill Prevention and Contingency Response Plan (SPCR) and NAVSTAGTMOINST 5090.7.

C 24.1.14 Watercraft and Equipment Non-Availability Notice. The Contractor shall advise the COR and Contracting Officer immediately when any watercraft and/or equipment failure or damage occurs. When directed by the COR, the Contractor shall prepare or assist in preparing notice of such watercraft and equipment failures in a format as prescribed by the Government. The Contractor shall provide an estimated time of repair and estimated cost of repair within 12 hours of providing a non-availability notice.

C 24.1.15 List of Required Periodic Reports. The Contractor will complete and submit the following reports to the COR and Contracting Officer. The Contractor will provide all testing, analysis, evaluation and labor necessary to produce these reports. All reports shall clearly breakdown all information by program and craft.

Periodicity	Report
Daily	Logbooks (available for review by the COR)
Weekly	FO/LO/Water Report
Monthly	Operational Summary based on Logbooks, include engine hours Training Reports Maintenance Report
Annual	Gauge Calibration Government Property Inventory Inventory of Hazardous Materials Annual Maintenance Summary Report
As Required	Weekly DROH Report and/or Maintenance Availability Report Accident Report OHS Spill Report Oil Spill Cost Accounting Report Maintenance data reports from Wheelhouse

## **C 25.0 REFERENCED GOVERNMENT PUBLICATIONS**

C 25.1 Publications applicable to services under this contract are listed herein. These publications (the latest edition) are mandatory to the extent that a specific procedure or requirement is specified in the Performance Work Statement. The Government shall provide publications and forms listed at the start of the contract. Supplements or amendments to listed publications may be issued during the life of the contract. Changes to Navy or DOD publications which impact on the Contractor's costs may be considered under FAR 52.243-1 Alternate II (Fixed Price) "Changes". Changes to other Government or regulatory publications referenced in this document shall not be the subject of a claim under either of the aforementioned clauses. It is the Contractor's responsibility to ensure that all mandatory publications are posted and up to date. Upon

completion of the contract, the Contractor shall return to the Government all issued publications, updated to the latest revision.

<b>C 26.0 DEFINITIONS AND ACRONYMS</b>
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AB – Able Seaman

ABYC – American Boat and Yacht Council

ADP – Automated Data Processing

APL – Allowance Parts List

AQL – Acceptable Quality Level

BBC – Basic Boat Coxswain

CAC – Common Access Card

CBA – Contractor Berthing Agreement

CBF – Contractor Berthing Facilities

CBQ – Combined Bachelor Quarters

CDR – Contractor Discrepancy Report

CERCLA – Comprehensive, Environmental Response, Compensation and Liability Act

CFR – Code of Federal Regulations

CHRIMP – Consolidated Hazardous Material Reutilization and Inventory Management Program

CLIN – Contract Line Item Number

CPR – Cardio-pulmonary Resuscitation

COMSC – Commander, Military Sealift Command

CONEX – Container Express

COR – Contracting Officer's Representative

CONTRACTING OFFICER (KO) – Representative of the Government authorized to execute contracts.

CORRECTIVE MAINTENANCE – Activities undertaken to detect, isolate, and rectify a fault so that the failed equipment, machine or system can be restored to its normal operable state. Unscheduled work on structures, equipment, systems, subsystems, and components required to correct operating deficiencies and to preclude a breakdown by servicing, adjusting, and replacing parts and expendable items as found necessary as a result of preventive maintenance, operational observation, or routine inspections.

COSAL – Coordinated Shipboard Allowance List

DAY – Unless specifically identified in the context of its use, "day" will herein refer to a calendar day.

DEI – Diesel Inspector

DFARS – Department of Defense Federal Acquisition Regulation Supplement.

DFM – Diesel Fuel Marine

DOD – Department of Defense

DROH – Docking Regular Overhaul

DV – Dive Vessel

**EMERGENCY REPAIRS** – Unexpected and unscheduled repairs required to maintain the integrity of the boat's hull, machinery and systems; to insure the safety of the crew; and to provide for the effective performance of the boat's mission.

**EPA** – Environmental Protection Agency

**EQUIPMENT** – Refers to any functional unit of hull, mechanical, electrical, ordnance, or electronic type material which is operated singly or as a component of a system or subsystem and which is identified by a Component Identification Number (CID), Numerical Control Number (NCC), Allowance Parts List (APL), or similar designation.

**FAR** – Federal Acquisition Regulation

**FB** – Fast Boat

**FGS** – Final Governing Standards

**FMR** – Fair Market Rental

**FRP** – Facility Response Plan

**FRT** – Facility Response Team

**FO** – Fuel Oil

**G&A** – General and Administrative

**GFE** – Government-Furnished Equipment

**GMAW** – Gas Metal Arc Welding

**GTAW** – Gas Tungsten Arc Welding

**GTMO** – U.S. Naval Base, Guantanamo Bay, Cuba

**HAZMAT** – Hazardous Material

**HAZWOPER** – Hazardous Material Operator

**HP** – Harbor Patrol

**ICP** – Integrated Contingency Plan

**ISP** – Internet Service Provider

**INVENTORY** – Refers to the quantity of stocks on hand for which records are maintained or to the function whereby the material on hand is physically inspected and counted, and the stock records reconciled accordingly.

**INSURV** – Inspection and Survey

**ISL** – Integrated Stock List

**JFMM** – Joint Fleet Maintenance Manual

**LCU** – Landing Craft, Utility

**LCM** – Landing Craft, Mechanized

**LO** – Lube Oil

**MOGAS** – Mobility Gasoline

**MSC** – Military Sealift Command

**MT** – Magnetic Particle Test

**NAVEDTRA** – Naval Education and Training

**NAVFAC** – Naval Facilities

NDT- Non Destructive Testing

NEC – Navy Enlisted Classification

NESHAP – National Emissions Standards for Hazardous air Pollutants

NTE– Not to Exceed

NSTM – Naval Ships Technical Manual

NVIC – Navigation and Vessel Inspection Circular

OEBGD – Overseas Environmental Baseline Guidance Document

OEM – Original Equipment Manufacture

OHS – Oil and Hazardous Substance

OPA 90 – Oil Pollution Act of 1990

OPCON – Operational Control pertains to the authority to set schedules, destinations and dictate operational parameters and issue taskings in support of mission objectives.

OPNAVINST – Office of the Chief of Naval Operations Instruction

OSHA – Occupational Safety and Health Administration

OSR – Oil Spill Response

POL – Petroleum, Oil or Lubricants

PREVENTIVE MAINTENANCE – Systematic inspection, detection, correction, and prevention of incipient failures, before they become actual or major failures. Scheduled work on structures, items of equipment, systems, subsystems and components required to provide continuing operation, to preclude unnecessary breakdowns, and to prolong the life of equipment by operating, inspecting, servicing, topping up, adjusting, cleaning, coating or replacing of items.

PM – Project Manager

PMS – Planned Maintenance System

POA&M - Plan of Action and Milestones

PSB – Port Services Boat

PQS – Personal Qualification Standard

PT – Penetrant Test

PWC – Public Works Center

QASP – Quality Assurance Surveillance Plan

RCRA – Resource Conservation and Recovery Act

REPAIR PARTS – Refers to any item including modules and consumable type materials, which has an equipment application and appears in an APL, Stock Number Sequence List (SNSL), Integrated Stock List (ISL), Naval Ship Systems Command Drawings, or a manufacturer’s handbook. Section A of Part III of the Coordinated Shipboard Allowance List (COSAL) (stock number sequence list or storeroom items) lists repair parts and equipment related consumables normally stocked by the supply department. Any item in Section A is considered, by definition, a repair part.

RFI – Ready for Issue

R&M – Reliability and Maintainability

ROS – Reduced Operating Status

SDS – Safety Data Sheet  
SIM – Shore Installation Management  
SMAW – Shielded Metal Arc Welding  
SME – Senior Maintenance Engineer  
SNSL – Stock Number Sequence List  
TIG – Tungsten Inert Gas  
USC – United States Code  
USCG – United States Coast Guard  
USNB – United States Naval Base  
UT- Ultrasonic Test  
VHF – Very High Frequency  
VT – Visual Test  
XT – Xray Testing  
YC – Yard Craft  
YFB – Yard Ferry Boat  
YTB – Yard Tug Boat



**QUALITY ASSURANCE SURVEILLANCE PLAN / PERFORMANCE REQUIREMENTS SUMMARY (PRS) MATRIX**

The contractor shall coordinate with the Contracting Officer's Representative (COR) to ensure the objective of the Quality Assurance Surveillance Plan (QASP) is met. The objective of the QASP is to serve as the principal basis for assessing overall performance quality associated with GTMO Port Operations and Maintenance. This document will be used by the Government to assess the effectiveness of the Contractor's management and logistics support. This QASP provides the methodology by which the Contractor's performance will be monitored to determine compliance with established performance objectives and to establish performance benchmarks that ensure a quantifiable basis for measuring effectiveness. The plan is designed so that surveillance is limited to that which is necessary to verify the Contractor is performing management and technical services satisfactorily and relates directly to performance objectives of the performance objectives delineated in the PWS.

**Government Surveillance**

The COR will function as the Technical Representative for this task, and her/his authority will be limited to administering specific technical aspects of the contract. The Technical Representative will not provide direction that is outside the scope of responsibilities delineated under this task order. The designated individual will:

Maintain a detailed knowledge of the technical requirements of the contract;

Document Contractor performance in accordance with the QASP;

Identify and immediately forward notifications of deficient or non-compliant performance to the Contracting Officer;

Approve priorities of support, resources, and associated schedules.

**Surveillance Methods**

Surveillance of Contractor performance is the method used by the Government to determine whether the contractor is effectively and efficiently complying with all terms and conditions of the contract. In addition to statistical analysis, the functional expertise of the Technical Representative plays a critical role in adequately evaluating contractor performance. The below listed methods of surveillance shall be used in the administration of this QASP.

**Demonstration.** A qualification method that is carried out by operation and relies on observable functional operation. It does not require the use of instrumentation or special test equipment.

**Inspection.** A qualification method that is carried out by visual examination of equipment, vessels, reports or operational logs.

**Analysis.** A qualification method that is carried out by examining and assessing the application of techniques in order to determine if they are appropriate and sufficient.

Note: The primary method of documentation to determine if the Contractor is effectively and efficiently complying with all terms and conditions will be through the use of Contract Deficiency Reports (CDRs)

In addition to providing quarterly reports to the Contracting Officer, the COR will maintain a complete Quality Assurance file. The file shall contain copies of all reports, evaluations, recommendations, and any actions related to the Government's performance of the quality assurance function. All such records will be maintained for the life of the contract. The COR shall forward these records to the Contracting Officer at termination or completion of the contract.

**Performance Ratings:** The Government will evaluate the contractor's performance in accordance with the Performance Work Statement for each task order, and the Contracting Officer Representative will assign one of the following standard and ratings:

**Table 1 - Overall Performance Ratings (Using PPIRS / CPARS Ratings)**

Overall Performance Rating	Standard
<b>Exceptional (Dark Blue)</b>	Performance meets contractual requirements and exceeds many requirements to the Government's benefit.
<b>Very Good (Purple)</b>	Performance meets contractual requirements and exceeds some to the Government's benefit.
<b>Satisfactory (Green)</b>	Performance meets contractual requirements.
<b>Marginal (Yellow)</b>	Performance does not meet some contractual requirements. The element being assessed reflects a serious problem for which the contractor has not yet implemented satisfactory corrective actions.
<b>Unsatisfactory (Red)</b>	Performance does not meet contractual requirements and recovery is not likely in a timely manner. Contractor's corrective actions to date are ineffective.

#### **Performance Requirements**

The performance requirements set forth in this section correspond to the PWS paragraphs delineated in the table. The Performance Requirements Survey (PRS) table below provides standards for performance for specific requirements:

**Objective 1: Ship movement support.** The Contractor will be evaluated on the quality of the Harbor Tug and Pusher Boat Services for The US Navy. This includes providing a qualified crew to support ship movements within 30 minutes of notification by GITMO Port Ops. Additionally, the Contractor will be evaluated on the timeliness to provide pusher boat services within 30 minutes of advanced notice.

**Objective 2: Ferry Services:** The Contractor will be evaluated on their ability to provide timely ferry services for twenty hours per day, for 365 days or 366 days (leap year) per the prescribe schedule. Additionally, the contractor will be evaluated on the safety of ferry services and their ability to transport equipment and supplies without accidents or incidents.

**Objective 3: Facility Response Team Support:** The Contractor will be evaluated on their response times in response to waterborne spills. Additionally, the Contractor will be evaluated on the quality of their training program to ensure personnel and equipment is in compliance with the Facility Response Plan (FRP).

**Objective 4: Harbor Security Boat:** The contractor will be evaluated on the quality of their maintenance on security boats, trailers, transports and spare engines.

**Objective 5: General Equipment Standards:** The contractor will be evaluated on the appearance of assigned watercraft, including hulls, weather decks, engineering spaces, and mooring lines to ensure they assigned crafts and equipment are maintained in a clean and neat sanitary condition.

**Objective 6: Maintenance of Government Furnished Boats and Waterfront Equipment:** The Contractor will be evaluated on their ability to perform preventive and corrective maintenance in compliance with the JFMM manufactures repair manual and the contractor maintenance plan in the Wheelhouse maintenance program.

**Objective 7: Service Craft, LCU, LCM Maintenance Availabilities and Docking Regular Overhaul:** The Contractor will be evaluated on their ability to provide JFMM maintenance support for the Service Craft, LCUs, and LCMs. The Contractor will also be evaluated on their repair work technical documentation input to the maintenance program for each specific craft and the planning of maintenance availabilities.

**Objective 8: Marine Repair Services:** The contractor will be evaluated on their ability to provide comprehensive industrial marine repair services IAW PWS section 14.0

**Objective 9: Berth Day and Harbor Security Support:** The Contractor will be evaluated on the quality of their maintenance on dive boats and the Captain's Gig, Harbor Services Boat, Harbor Security Boats and their associated trailers, and spare engines.

**Objective 10: Property Administration Services:** The Contractor will be evaluated on the administration of the Government property in Contractor custody and the Contractor's ability to track and maintain Government property.

**Objective 11: Supply Support:** The Contractor will be evaluated on the custody and security of Government furnished spare and repair parts, and consumable supplies.

**Objective 12: Safety and Quality Control:** The Contractor will be evaluated on the effectiveness of their Quality Management System Plan, Safety Plan, and HAZMAT procedures.

**Objective 13: Management Plans and Reports:** The Contractor will be evaluated on the quality of their management support through the monthly progress reports, deliverables, and the updates on the electronic databases. Additionally, the Contractor will be evaluated on their ability to preclude, or resolve issues, and effectiveness of their use of resources to meet planning goals and schedules.

**Contract Deficiency Reports (CDRs):** The COR shall provide a written report when it is determined that the Contractor has failed to meet the Acceptable Quality Levels (AQLs) of the QASP as part of the COR's monthly report. The Contractor is required to provide a written response to all CDRs within seven days of receipt. Failure to meet the AQLs on one of more PRS work areas for two (2) or more consecutive months will result in negative inputs to the Contractor Performance Assessment Reporting System (CPARS).

PERFORMANCE REQUIREMENTS SURVEY (PRS) Work Area	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	Quality Surveillance Plan Typical Monitoring Methods
Harbor Tugs and Pusher Boat Services (C6.0)	Provide Harbor Tugs and Pusher Boats services to support ships movements at GTMO.	Contractor provides a tug and crew within 30 minutes of notification by GTMO Port Ops and provides pusher boat services within 30 minutes of advanced notice	Contractor has completed 95% of tug and pusher boats assignments within the prescribed timeframe.	Inspection Analysis and Contract Deficiency Report(s) (CDRs)

PERFORMANCE REQUIREMENTS SURVEY (PRS)Work Area	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	Quality Surveillance Plan Typical Monitoring Methods
Ferry Services (C7.0)	Provide Ferry Services for transportation of personnel and supplies on a continuous basis.	Contractor is staffed and provides ferry services 365 or 366 days per year, per the prescribed schedule, without accidents or incidents that impact the loss of life or property.	Contractor provides qualified staff to meet the ferry operational schedule with a 95% on time compliance rate, with no operator errors causing accidents or incidents.	Inspection Analysis and Contract Deficiency Report(s) (CDRs)
Facility Response Team Support (C8.0)	Provide assistance for a waterborne spill on a continuous basis.	Qualified staff responds to an emergency within 5 minute from 0700-1700 and 30 minutes form 1701-0659.	No more than one incident per quarter in which qualified staff fails to responds to an emergency within the prescribed timeframe.	Inspection Analysis and CDRs
Dockmaster Assistance (C 6.0)	Provide line handler, brow and brow service support.	The contractor will be evaluated on the timeliness and quality of their line handler, brow and brow service support.	Contractor has line handlers and brow services on station no less than 15 minutes prior to ships movement. No delays in shipboard movements caused by contractor delays.	Inspection Analysis and Contract CDRs

PERFORMANCE REQUIREMENTS SURVEY (PRS) Work Area	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	Quality Surveillance Plan Typical Monitoring Methods
Maintenance of Boats, Equipment, Service Crafts and Industrial Marine Repair Services (C12, C14)	Provide maintenance services to ensure operability of prescribed boats and equipment are maintained IAW with the tech manual specification, maintenance requirement cards, or good engineering practices. Maintenance procedures will be uploaded into the Wheelhouse maintenance program.	Corrective and preventive maintenance completed IAW JFMM, the Maintenance Procedures or the Technical Manual specifications, and documented in the Wheelhouse maintenance program.	Contractor has completed 95% of the required corrective and preventative maintenance within the prescribed time frame and no more than (1) instance per quarter of rework required due to failure to follow proper procedures.	Inspection Analysis and CDRs.
Security Boat, Dive Boat, Gig and Harbor Services Boat Maintenance (C9.0)	Provide maintenance and repairs for the security boats, Gig, and Harbor Services Boat. All maintenance procedures are uploaded into the Wheelhouse maintenance program.	Corrective and preventive maintenance IAW JFMM. Documented in the Wheelhouse maintenance program.	Contractor has completed 95% of the required corrective and preventative maintenance within the prescribed time frame and no more than (1) instance per quarter of rework required due to failure to follow proper procedures.	Inspection Analysis and CDRs.

PERFORMANCE REQUIREMENTS SURVEY (PRS)Work Area	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	Quality Surveillance Plan Typical Monitoring Methods
General Equipment Maintenance (C11.0)	Provide general cleaning, preservation, and upkeep to assigned watercrafts (hulls and weather decks, engineering spaces), brows and brow stands, trucks, conex boxes, boom reel, and shore power cables	Corrective and preventive maintenance IAW OEM specifications, Navy and GTMO Base regulations and the JFMM. All maintenance and repairs are documented in the Wheelhouse maintenance program.	Contractor maintains a high standard of cleanliness on assigned watercraft and marine equipment with no more than (1) instance per quarter of rework required due to failure to follow proper cleanliness procedures.	Inspection Analysis and CDRs.
YTB, YFB, LCU, LCM and YC Maintenance Support (C13.0)	Provide engineering and planning support for maintenance availabilities.	Documents repair work, update maintenance program with planned availabilities for corrective maintenance/ and industrial repair work. Effectively coordinates and liaison with COR in the planning and execution of maintenance and DROH availabilities.	Contractor documents discrepancies and repair work update the maintenance program and prepares for upcoming availabilities, within 120 days of DROH availabilities and continuously for scheduled availabilities. No major re-work of the documented discrepancies and repair work as written in the maintenance program.	Inspection Analysis and CDRs

PERFORMANCE REQUIREMENTS SURVEY (PRS)Work Area	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	Quality Surveillance Plan Typical Monitoring Methods
Property Administration Services (C18.0)	Provide property administrative support services.	Maintain accountability of Government property in Contractor custody.	Contractor property logs and accountability indicate 100% accountability of Government property	Inspection Analysis and CDRs
Supply support (C19.0)	Provide supply support for the custody and accountability of spare parts, repair parts, and consumables	Maintain accountability of spare parts and repair parts, and consumables.	Contractor supply logs and physical inventory indicate the Contractor has adequate measures in place to prevent loss of Government repair parts and consumables.	Inspection Analysis and CDRs.
Safety and Quality Control (C20.0)	Contractor shall provide a safety, hazardous and quality control system.	The Contractor's quality management system, safety program, and HAZMAT procedures have been implemented for the entire contract.	The quality management systems had been demonstrated to be effective when no more than (2) reports require re-write for any given quarter. The safety and HAZMAT plan shall be reviewed and approved by the Government. Full compliance with DoD, base, Navy, and U.S. Coast Guard Regulations is mandatory with no deviations allowed.	Inspection Analysis and Contract Deficiency Report(s) (CDRs)

PERFORMANCE REQUIREMENTS SURVEY (PRS)Work Area	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	Quality Surveillance Plan Typical Monitoring Methods
Management Plans and Reports (C23.0)	Provide monthly, quarterly, and/or annually reports as needed .	Program support has been documented in the monthly deliverables to indicate the status of the current cost, schedule and performance of this contract.	Contractor provides all required deliverables within 5 business days from the end of the month with 95% of the reports being on-time and requiring no re-work.	Inspection Analysis and Contract Deficiency Report(s) (CDRs)

#### TECHNICAL EXHIBITS

Technical Exhibit 1	Craft and Boats FY14 Pictures
Technical Exhibit 2	Aerial View of Port Ops Buildings
Technical Exhibit 2A	List and Maps Government Furnished Facilities
Technical Exhibit 3	Government Furnished Equipment List
Technical Exhibit 4	Consumables Listing
Technical Exhibit 5	GTMO Material Inventory 2015
Technical Exhibit 6	NAVSTAGTMOINST 4400-2D
Technical Exhibit 7	Ferry Schedule
Technical Exhibit 8	Destructive Weather Plan
Technical Exhibit 9	Special Conditions for GTMP Projects
Technical Exhibit 10	Hsg Base Support Services Transportation
Technical Exhibit 11	Organization of Personnel